

Exhibit A

EARLINE WRIGHT HART
CLERK OF CIRCUIT COURT • HOLMES COUNTY



Circuit Court Terms
1ST MONDAY IN FEBRUARY
4TH MONDAY IN APRIL
4TH MONDAY IN SEPTEMBER

Circuit Judge
JANNIE M. LEWIS
21ST DISTRICT

IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI

DARRELL GREEN

PLAINTIFF

VS.

2023-0175

STATE FARM FIRE AND CASUALTY
COMPANY, INC.

DEFENDANT

CERTIFICATE OF TRANSFER

I, Earline Wright-Hart, Circuit Clerk for Holmes County, MS, do hereby certify that I have attached case file is a true and correct certified copy of the above style and numbered cause filed in Holmes County Circuit Court on August 4, 2023.

GIVEN UNDER MY HAND AND OFFICIAL SEAL OF OFFICE, this the 20th
day of Sept, 2023.

EARLINE WRIGHT-HART, CIRCUIT CLERK

BY: Earline Wright-Hart D.C.



CASE No. 2023-0175

NATURE OF CASE

Dorrell Green

ADVANCE COSTS PAID BY:

VS.

ATTORNEYS FOR PLAINTIFF
 Brandi R. Hamilton
 900 Camp Street #308
 New Orleans, LA
 ATTORNEYS FOR DEFENDANT

ADDRESS:

State Farm Fire and
 Casualty Company Inc.

DATE OF FILING PAPERS
SUING WRITS, ETC.

Month Day Year

PLEADINGS, EXHIBITS, ORDERS AND OTHER PAPERS FILED, AND PROCESS ISSUED AND RETURNED

ORDERS ENTERED IN

Min. Book Page

Month	Day	Year	PLEADINGS, EXHIBITS, ORDERS AND OTHER PAPERS FILED, AND PROCESS ISSUED AND RETURNED	ORDERS ENTERED IN
8	4	23	Complaint	
8	4	23	Civil case Filing form	
8	4	23	Summons issued and hand given to Atty Brandi R. Hamilton	
8	4	23	Complaint and Summons hand given to Atty Brandi R. Hamilton	
9	8	23	Notice of Removal U.S. District Court Filed	
9	11	23	Docket Sheet email: Connie.lubonovic@bltllersnow.com	

CERTIFIED AND ATTESTED A TRUE COPY

This the 11 day of Sept 2023

EARLINE WRIGHT-HART, Circuit Clerk

By Earline Wright-Hart D.C.



BUTLER | SNOW

September 8, 2023

VIA HAND DELIVERY

Ms. Earline Wright-Hart, Circuit Clerk
Holmes County Circuit Court
22549 Depot Street
Lexington, MS 39095

Re: *Darrell Green v. State Farm Fire and Casualty Company, Inc.*;
Holmes County Circuit Court Civil Action No. 2023-0175

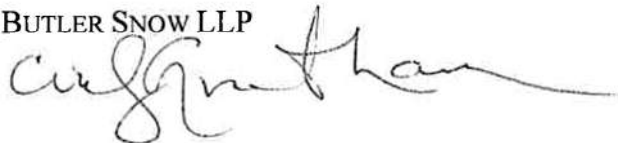
Dear Ms. Wright-Hart:

Enclosed please find the original and one (1) copy of State Farm Fire and Casualty Company's Notice of Filing of Notice of Removal for filing in the above-referenced matter. Please file the original in the Court's record and return the stamped "Filed" copy with our firm's messenger.

Thank you for your attention in this matter and should you have any questions, please feel free to call me directly at (601) 985-4326.

Sincerely,

BUTLER SNOW LLP



Cindy Grantham
Paralegal to Amanda B. Barbour

/ckg
Enclosure

cc: Brandi R. Hamilton (w/enc.)
Jack Griffith Rutherford (w/enc.)
Amanda B. Barbour (w/o enc.)
Harrison M. Smith (w/o enc.)

FILED
A.M. or P.M. *PM*
SEP 08 2023
EARLINE WRIGHT-HART, CIRCUIT CLERK
BY *[Signature]* D.C.

Post Office Box 6010
Ridgeland, MS 39158-6010

CINDY GRANTHAM, PARALEGAL
(601) 985-4326
Cindy.Grantham@butlersnow.com

Suite 1400
1020 Highland Colony Park
Ridgeland, Mississippi 39157

T (601) 948-5711 • F (601) 985-4500 • www.butlersnow.com

BUTLER SNOW LLP

**IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI
TWENTY-FIRST JUDICIAL DISTRICT**

DARRELL GREEN

PLAINTIFF

v.

CIVIL ACTION NO.: 2023-0175

**STATE FARM FIRE AND CASUALTY
COMPANY, INC.,**

DEFENDANT

NOTICE OF FILING OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on September 8, 2023, Defendant State Farm Fire and Casualty Company, improperly designated as "State Farm Fire and Casualty Company, Inc.," filed with the Clerk of the United States District Court for the Southern District of Mississippi a Notice of Removal requesting removal of this action to the United States District Court for the Southern District of Mississippi, Northern Division. A copy of the Notice of Removal filed with the United States District Court, and all exhibits thereto, is attached to this Notice of Filing as Exhibit 1.

Respectfully submitted this, the 8th day of September, 2023.

STATE FARM FIRE AND CASUALTY
COMPANY, Defendant



AMANDA B. BARBOUR (MSB # 99119)

HARRISON M. SMITH (MSB # 106339)

BUTLER SNOW LLP

Suite 1400

1020 Highland Colony Parkway

Ridgeland, MS 39157

Post Office Box 6010

Ridgeland, MS 39158-6010

Tel: (601) 948-5711


Fax: (601) 985-4500

E-Mail: Amanda.Barbour@butlersnow.com

E-Mail: Harrison.Smith@butlersnow.com

CERTIFIED AND ATTESTED A TRUE COPY

This the 8th day of Sept, 2023
EARLINE WRIGHT-HART Circuit Clerk

By  D.C.

FILED
A.M. or P.M. 1

SEP 08 2023

EARLINE WRIGHT-HART CIRCUIT CLERK
BY  D.C.

CERTIFICATE OF SERVICE

I hereby certify that on this day the foregoing document was filed with the Clerk of the Court and a true and correct copy of such paper was served by U.S. Mail and/or electronic mail to the following counsel of record:

Brandi R. Hamilton (MSB # 105116)
Jack Griffith Rutherford (La. Bar No. 34968)
RUTHERFORD LAW
900 Camp Street, #3C8
New Orleans, Louisiana 70130

ATTORNEYS FOR PLAINTIFF

THIS the 8th day of September 2023.


Amanda B. Barbour

IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI
TWENTY-FIRST JUDICIAL DISTRICT

DARRELL GREEN

PLAINTIFF

v.

CIVIL ACTION NO.: 2023-0175

STATE FARM FIRE AND CASUALTY
COMPANY, INC.,

DEFENDANT

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STATE FARM FIRE AND CASUALTY
COMPANY, Defendant



CERTIFIED AND ATTESTED A TRUE COPY

This the 8 day of Sept, 2023

EARLINE WRIGHT-HART, Circuit Clerk

By [Signature] D.C.

FILED
A.M. or P.M. 1

SEP 08 2023

EARLINE WRIGHT-HART, CIRCUIT CLERK
BY [Signature] D.C.

Amanda Barbour
AMANDA B. BARBOUR (MSB # 99119)
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Amanda B. Barbour

IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI
TWENTY-FIRST JUDICIAL DISTRICT

DARRELL GREEN

PLAINTIFF

v.

CIVIL ACTION NO.: 2023-0175

STATE FARM FIRE AND CASUALTY
COMPANY, INC.,

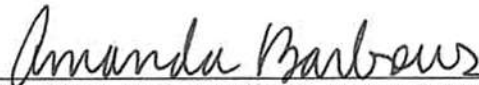
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Respectfully submitted this, the 8th day of September, 2023.

STATE FARM FIRE AND CASUALTY
COMPANY, Defendant



AMANDA B. BARBOUR (MSB # 99119)
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E-Mail: Harrison.Smith@butlersnow.com

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This the 8 day of Sept, 2023

EARLINE WRIGHT-HART, Circuit Clerk

By  D.C.

FILED
A.M. or P.M. 1

SEP 08 2023

EARLINE WRIGHT-HART, CIRCUIT CLERK
BY  D.C.

CERTIFICATE OF SERVICE

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Jack Griffith Rutherford (La. Bar No. 34968)
RUTHERFORD LAW
900 Camp Street, #3C8
New Orleans, Louisiana 70130

ATTORNEYS FOR PLAINTIFF

THIS the 8th day of September 2023.


Amanda B. Barbour

Exhibit 1

**IN THE UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF MISSISSIPPI
NORTHERN DIVISION**

DARRELL GREEN

PLAINTIFF

v.

CIVIL ACTION NO: _____

**STATE FARM FIRE AND CASUALTY
COMPANY, INC.,**

DEFENDANT

NOTICE OF REMOVAL

Pursuant to 28 U.S.C. §§ 1332, 1441, and 1446, Defendant State Farm Fire and Casualty Company (“State Farm”), improperly denoted as “State Farm Fire and Casualty Company, Inc.,” files this Notice of Removal of this action in its entirety from the Circuit Court of Holmes County, Mississippi, to the United States District Court for the Southern District of Mississippi, Northern Division. As set forth below, this case is subject to removal because it is a civil action between citizens of different states and involves an amount in controversy that exceeds the sum of \$75,000.

State Farm respectfully reserves the right to assert all defenses available to it under Fed. R. Civ. P. 12(b) and any other applicable law, as provided under Fed. R. Civ. P. 81(c)(2)(C).

I. PROCEDURAL HISTORY

1. The present action was commenced on August 4, 2023, by the filing of a Complaint against State Farm in the Circuit Court of Holmes County, Mississippi, bearing civil action number 2023-0175. Copies of all pleadings and process served upon State Farm in this action are attached to this Notice of Removal collectively as Exhibit A, and are incorporated herein by reference.

2. Plaintiff served State Farm’s registered agent with a copy of the summons and Complaint on August 11, 2023. Removal is timely because State Farm filed this Notice of

Removal within thirty (30) days after service of the summons and Complaint. *See* 28 U.S.C. § 1446(b)(2)(B) and 28 U.S.C. § 1446(b)(1); *Bd. of Regents of Univ. of Tex. Sys. v. Nippon Tel. & Tel Corp.*, 478 F.3d 274, 278 (5th Cir. 2007).

3. Pursuant to 28 U.S.C. § 1446(d), Plaintiff is being provided with written notice of removal, and a copy of this Notice of Removal is being filed with the Clerk of the Circuit Court of Holmes County, Mississippi.

II. JURISDICTION – DIVERSITY CITIZENSHIP

A. Complete Diversity of Citizenship Exists Among the Parties.

4. As set forth in the Complaint, the Plaintiff is a citizen of the State of Mississippi. (Compl. ¶ 1).

5. State Farm is a corporation, organized and existing under the laws of the State of Illinois, with its headquarters and principal place of business in the State of Illinois. Therefore, State Farm is a citizen of Illinois.

6. Because the controversy in this action is between citizens of different States, there is complete diversity of citizenship between the parties pursuant to 28 U.S.C. § 1332(a)(1).

B. The Amount of Plaintiff's Claims Exceeds \$75,000.

7. The Complaint seeks a host of damages as a result of State Farm's alleged "bad faith tortious breach of contract without a legitimate or arguable reason in fact or law, negligence, and breach of the duty of good faith and fair dealing" (Compl. ¶ 39).

8. First, the Complaint requests "[p]ayment of all contractual benefits, up to and including the policy limits, for all coverages afforded to [Plaintiff] under the subject State Farm policy, with interest on all amounts due to [Plaintiff] under the Policy[.]" (Compl. ¶ 39(1)). The

Complaint's allegations make clear that this amount includes, *inter alia*, the \$59,200.00 in policy limits alleged with respect to the subject property. (Compl. ¶¶ 11, 29).

9. Second, the Complaint seeks various consequential damages, including “attorneys’ fees and the amounts [Plaintiff] expended or lost in trying to subsist and conduct his work without insurance benefits since March 24, 2021.” (Compl. ¶ 39(3)). Specifically, the Complaint alleges that Plaintiff “was forced to pay \$50,000 out of his own pocket . . . for repairs[,]” which is in addition to “business interruption damages [he allegedly suffered] due to the loss of use of his building and equipment.” (Compl. ¶¶ 13–14).

10. Finally, the Complaint requests an unspecified amount of “[p]unitive and exemplary damages, as allowed by law, for State Farm’s breach of the duty of good faith and fair dealing.” (Compl. ¶ 39(4)).

11. The Complaint’s request for an unspecified amount of punitive damages against State Farm is sufficient by itself to satisfy the jurisdictional threshold. *See Anazia v. Allstate Prop. & Cas. Ins. Co.*, No. 519CV144DCBMTP, 2020 WL 1955263, at *2 (S.D. Miss. Apr. 23, 2020) (“[F]ederal courts in Mississippi have consistently held that a claim for an unspecified amount of punitive damages is deemed to exceed the federal jurisdictional minimum.” (internal citation omitted)); *Haney v. Cont’l Cas. Co.*, No. CIV 3:08CV482DPJCS, 2008 WL 5111021, at *1 (S.D. Miss. Dec. 2, 2008) (“[P]unitive damage awards against insurance companies in Mississippi often exceed \$75,000.”). And, when considered in tandem with the Complaint’s requests for policy limits of at least \$59,200.00 and various consequential damages, including attorneys’ fees, there is no question that the amount in controversy exceeds \$75,000. *See Lee v. Safeco Ins. Co. of Illinois*, No. 3:12-CV-490-WHB-LRA, 2012 WL 12882890, at *2 (S.D. Miss. Oct. 5, 2012) (considering attorney’s fees as part of the amount in controversy because such fees

are recoverable under Mississippi law where a plaintiff seeks punitive damage for an alleged bad faith denial of insurance benefits).

12. Indeed, this Court has routinely found the jurisdictional threshold satisfied by allegations similar in character and amount to those at bar. *See, e.g., Williams v. Safeway Ins. Co.*, No. 1:17CV296-HSO-JCG, 2018 WL 3866487, at *3 (S.D. Miss. Aug. 14, 2018) (holding the complaint’s request for “compensatory damages up to the \$50,000.00 policy limit plus an unspecified amount of punitive damages” made it “facially apparent” that the “the [p]laintiff was demanding damages in excess of \$75,000”); *White v. Allstate Ins. Co.*, No. 1:17CV350-HSO-JCG, 2018 WL 2244721, at *3–4 (S.D. Miss. May 16, 2018) (finding request for “damages ‘not limited to’ the \$25,000 policy limit plus an unspecified amount of punitive damages” exceeded “the sum or value of \$75,000”); *Hall v. Capers*, No. 1:17CV138-HSO-JCG, 2017 WL 7805413, at *4–5 (S.D. Miss. Sept. 5, 2017) (finding requests for “punitive and extra-contractual damages,” in addition to alleged contractual liability of \$50,000, demonstrated “the jurisdictional threshold was satisfied”).

13. The amount in controversy, therefore, is in excess of \$75,000, exclusive of interest and costs.

14. With the requirements of diversity of citizenship and the amount in controversy having been met, this Court has original jurisdiction of the subject matter of this action pursuant to 28 U.S.C. § 1332(a).

III. PROCEDURAL ALLEGATIONS

16. Venue properly rests in the Northern Division of the United States District Court for the Southern District of Mississippi pursuant to 28 U.S.C. §§ 104(b)(1) and 1446(a) because

this action is being removed from the Circuit Court of Holmes County, where it was originally filed.

17. State Farm's registered agent was served with a copy of the summons and Complaint on August 11, 2023. This Notice of Removal is therefore timely because State Farm filed it within thirty (30) days after service of the summons and Complaint, as required under 28 U.S.C. 1446(b)(1).

18. State Farm has simultaneously given prompt written notice of the filing of this Notice of Removal to Plaintiff and will file a copy of the Notice of Removal within Holmes County Circuit Court, attached hereto and incorporated by reference as Exhibit B. *See* 28 U.S.C. § 1446(d).

IV. CONCLUSION

WHEREFORE, jurisdiction and venue being proper in this Court, State Farm removes this civil action from the Circuit Court of Holmes County, Mississippi.

Respectfully submitted this, the 8th day of September, 2023.

STATE FARM FIRE AND CASUALTY
COMPANY, Defendant

BY: /s/ Amanda B. Barbour

AMANDA B. BARBOUR (MSB # 99119)

HARRISON M. SMITH (MSB # 106339)

BUTLER SNOW LLP

Suite 1400

1020 Highland Colony Parkway

Ridgeland, MS 39157

Post Office Box 6010

Ridgeland, MS 39158-6010

Tel: (601) 948-5711

Fax: (601) 985-4500

E-Mail: Amanda.Barbour@Butlersnow.com

E-Mail: Harrison.Smith@Butlersnow.com

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I hereby certify that on this day the foregoing document was filed with the Clerk of the Court and a true and correct copy of such paper was served by U.S. Mail and/or electronic mail to the following counsel of record:

Brandi R. Hamilton (MSB # 105116)
Jack Griffith Rutherford (La. Bar No. 34968)
RUTHERFORD LAW
900 Camp Street, #3C8
New Orleans, Louisiana 70130

ATTORNEYS FOR PLAINTIFF

THIS the 8th day of September 2023.

By: /s/Amanda B. Barbour
Amanda B. Barbour

82223939.v1

**IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI
TWENTY-FIRST JUDICIAL DISTRICT**

DARRELL GREEN,

Plaintiff,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY, INC.,**

Defendant.

Civil Action No: 2023-0175

JURY TRIAL DEMANDED

SUMMONS

**TO: State Farm Fire and Casualty Company, Inc.
c/o Corporation Service Company
109 Executive Drive, Suite 3
Madison, Mississippi 39110**

NOTICE TO DEFENDANT

**THE COMPLAINT THAT IS ATTACHED TO THIS SUMMONS IS IMPORTANT AND
YOU MUST TAKE IMMEDIATE ACTION TO PROTECT YOUR RIGHTS.**

You are required to mail or hand-deliver a copy of a written response to the Complaint to Brandi R. Hamilton, Rutherford Law, counsel for the Plaintiff, whose street and mailing address is 900 Camp Street, #3C8, New Orleans, Louisiana. Your response must be mailed or delivered within thirty (30) days from the date of delivery of this Summons and Complaint or a judgment by default will be entered against you for the money or other things demanded in the Complaint. You must also file the original of your response to the Complaint with the Clerk of this Court.

Issued under my hand and seal of said Court, this the 4 day of August, 2023.



**EARLINE WRIGHT-HART, CIRCUIT CLERK
HOLMES COUNTY CIRCUIT CLERK**



**IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI
TWENTY-FIRST JUDICIAL DISTRICT**

DARRELL GREEN,

Plaintiff,

v.

**STATE FARM FIRE AND CASUALTY
COMPANY, INC.,**

Defendant.

Civil Action No: 2023-0175

JURY TRIAL DEMANDED

COMPLAINT

COMES NOW, Plaintiff, Darrell Green, by and through counsel, and files this Complaint against State Farm Fire and Casualty Company, Inc. In support thereof, Plaintiff respectfully states and shows the following:

PARTIES

1. Plaintiff Darrell Green ("Plaintiff") is an adult citizen of Mississippi, residing in Holmes County, Mississippi. Plaintiff may be contacted through undersigned counsel.
2. Defendant State Farm Fire and Casualty Company, Inc. ("State Farm"), is a corporation organized under the laws of the State of Illinois with its principal place of business in Bloomington, Illinois. State Farm is authorized to sell various insurance policies, including homeowner and property insurance policies, and is engaged in the insurance business in the State of Mississippi. State Farm may be served with process by service on its registered agent, Corporation Service Company, located at 109 Executive Drive, Suite 3, Madison, Mississippi 39110.

FILED
A.M. or P.M. 3:20
AUG 04 2023
EARLINE WRIGHT-HART, CIRCUIT CLERK
BY Lainmca Henderson D.C.

JURISDICTION AND VENUE

3. Jurisdiction and venue are proper in this Court. This Court has original jurisdiction in this matter pursuant to Miss. Code Ann. § 9-7-81, as the amount in controversy exceeds \$200.00. This Court has personal jurisdiction over State Farm because it has availed itself of the privilege of conducting business and issuing insurance contracts in the State of Mississippi.

4. Venue is proper in this Court pursuant to Miss Code Ann. § 11-11-3 because the events, conduct, acts and/or omissions upon which this cause of action is based occurred in Holmes County, Mississippi. Further, State Farm has insurance agents and claims adjusters in Holmes County for the conduct of its usual and customary business, including the sale of various insurance policies, including homeowner and property insurance policies, and the handling of claims made thereon.

5. At all relevant times Mr. Green was insured pursuant to an insurance contract, a “Farm/Ranch Policy” bearing the policy number 99-BF-U351-2, whereby State Farm agreed to insure, *inter alia*, the “structures, farm dwellings, and farm buildings including attached permanent fixtures and sheds” located on the Insured Location against property damage. A certified copy of the relevant Farm/Ranch Policy and its Endorsements (“Policy”) are attached hereto as “Exhibit A.” A copy of the relevant Policy Declarations is attached hereto as “Exhibit B.”

6. The Policy, in relevant part, insures property for “accidental direct physical loss to property described in the Declarations under Coverages D, E, and F” against specified perils outlined in Section I, Subsection 2, which includes “collapse” due to “weight of ice, snow, sleet or rain which collects on a roof.”¹

7. Mr. Green paid State Farm all premiums due under the Policy. At the time of Mr.

¹ Section I – Losses Insured – Coverages D, E, and F – Specified Perils – Subsection (2)(j)(5), at pp. 21-22.

Green's loss, his Policy with State Farm was current and in full effect.²

8. On or around February 17, 2021, a significant ice storm struck the area of West, Mississippi, and Mr. Green's property sustained damage from the weather event. Mr. Green's machine shed roof collapsed, damaging the structure itself, along with the contents inside. Mr. Green subsequently filed a claim under his Policy with State Farm for both the contents of the shed as well as for the structure itself.

9. On March 24, 2021, State Farm sent a letter to Mr. Green stating that State Farm had determined that Mr. Green's loss of the shed structure was not covered by his Policy. The denial letter stated:

"Based upon the results of our discussions, site inspection, and investigation, it was determined that the weight of the ice and snow caused your pole barn to collapse. Your policy provides coverage for a *building* that collapses from the weight of ice and snow. However, the generally accepted definition of a building is 'a structure with a roof and walls.' Your pole barn does not have walls and therefore does not constitute [sic] meet the definition of a building. For this reason, we are unable to extend coverage for the damage to your pole barn."³

A copy of State Farm's denial letter ("Denial Letter") is attached hereto as "Exhibit C."

10. Contrary to State Farm's contention in the denial letter that Mr. Green's shed was not insured because it was a "pole barn" without walls, Mr. Green's shed did, in fact, have walls and a roof. Mr. Green took photographs of the damage to the shed, which clearly showed that the structure had walls and a roof and provided them to State Farm during their evaluation of his claim. A picture of the subject shed is attached hereto as "Exhibit D."

11. Further, the Policy Declarations specifically list the relevant shed and identifies it as a "120x40 Machine Shed 2012," insured up to \$59,200.00.⁴ Per the plain language of the Policy,

² See, Exhibit A at p. 1—Certified Policy Record executed by Richard Votipka ("The policy was in effect on the loss date of 02/17/2021.").

³ See, Exhibit C (emphasis in original).

⁴ See, Exhibit B at pp. 4; 6.

numerous structures including sheds are covered. Moreover, there is nothing in the Policy that states that the coverage provided in Coverage F is for “buildings” only, or for structures “with a roof and walls” as State Farm confusingly claims in its Denial Letter.

12. Despite this, State Farm still denied coverage and refused to pay for the damage to Mr. Green’s shed.

13. The repair costs for Mr. Green’s machine shed were substantial: Mr. Green was forced to pay \$50,000.00 out of his own pocket to R & R Construction for repairs. A copy of the invoice for the repairs to Mr. Green’s shed is attached hereto as “Exhibit E.”

14. Mr. Green also suffered business interruption damages due to the loss of use of his building and equipment.

COUNT ONE
Breach of Contract

15. Mr. Green hereby incorporates and adopts by reference each and every allegation set forth in all foregoing Paragraphs of the Complaint.

16. Mr. Green entered into a farm and ranch insurance contract with State Farm in which he contracted for, purchased, and was entitled to receive full insurance coverage for all “Accidental Direct Physical Loss” to covered buildings and structures due to the outlined “Specified Perils.” The Policy specifically states that this coverage includes building collapse caused by “weight of ice, snow, sleet or rain which collects on the roof.”⁵ This complete coverage was subject only to very limited exceptions provided in the Policy, none of which are applicable here.

17. Mr. Green suffered damage to his insured shed resulting from a direct and

⁵ Section I – Losses Insured – Coverages D, E, and F – Specified Perils – Subsection (2)(j)(5), at pp. 21-22.

accidental loss.

18. State Farm breached their insurance contract with Mr. Green by failing to construe the insurance policy (which State Farm drafted) in favor of coverage for Mr. Green's insured losses.

19. State Farm's breaches of contract have caused Mr. Green substantial economic, consequential, and business damages.

COUNT TWO
Negligence and/or Gross Negligence

20. Mr. Green hereby incorporates and adopts by reference each and every allegation set forth in all foregoing Paragraphs of the Complaint.

21. State Farm had a duty under Mississippi law and pursuant to the Policy to fully, fairly, adequately and correctly investigate and adjust Mr. Green's loss and claim.

22. State Farm breached that duty in the following non-exclusive particulars:

- a. By failing to conduct a reasonable investigation and adjustment of Mr. Green's claim;
- b. By refusing to fully pay Mr. Green's loss without conducting a complete, adequate, full, and fair investigation and adjustment of his claim for damage under the Policy;
- c. By failing to fully pay Mr. Green for his loss;
- d. By arbitrarily denying portions of Mr. Green's claim when no exclusion was applicable;
- e. By denying full payment to Mr. Green even though such losses were clearly covered by the Policy;
- f. By failing to acknowledge the true scope and extent of the Loss and/or

- ignoring evidence that proved the damages were covered by the Policy;
- g. By interpreting the Policy in an arbitrary and capricious manner, and contrary to the plain meaning and intent of the Policy in an effort to avoid, and intentionally withhold, coverage for the full extent of the Loss; and,
- h. By other acts and omissions to be proven at trial.

23. Such conduct as alleged above constitutes negligence, gross negligence, and/or reckless disregard for Mr. Green's rights as an insured.

24. State Farm's negligent, grossly negligent, and/or reckless adjustment proximately caused Mr. Green's economic damages, including attorney's fees and litigation expenses.

COUNT THREE
Breach of Duty of Good Faith and Fair Dealing

25. Mr. Green hereby incorporates and adopts by reference each and every allegation set forth in all foregoing Paragraphs of the Complaint.

26. State Farm breached their duty of good faith and fair dealing by denying Mr. Green's claim and failing to pay him for the damages they contracted to insure.

27. State Farm breached their duty of good faith and fair dealing by denying Mr. Green's claim for property damage that was caused by collapse due to weight of ice, snow, sleet or rain which collects on a roof, a circumstance specifically covered by the Policy which was in effect at the time of loss and which Mr. Green has diligently paid premiums.

28. State Farm breached their duty of good faith and fair dealing by failing to determine that Mr. Green's damaged shed was a covered "structure, farm building, [and/or] farm building" within the definitions and terms of the Policy, and instead making a clearly erroneous determination that the shed was not a "building" per the definition of such in Webster's Dictionary, prior to their denial of his claims for damage to his shed.

29. State Farm breached their duty of good faith and fair dealing by basing their denial of Mr. Green's claim on their own unfounded contention that Mr. Green's shed was a "pole barn" without walls. But, the shed at issue is specifically listed in the Policy Declarations as a "120x40 Machine Shed 2012," insured up to \$59,200.00.⁶

30. Moreover, State Farm's basis for denial is inconsistent with Mr. Green's statements, photographs of the shed, the clear construction of its walls, the damage the shed suffered, and the language of the Policy. State Farm had no basis for their denial.

31. State Farm breached their duty of good faith and fair dealing by unjustifiably denying insurance coverage for Mr. Green's loss and ignoring all evidence that the shed had four walls and was a "building" according to the ordinary accepted definition of such, as well the fact that the shed was a structure that was specifically included in his Policy's coverage.

32. State Farm breached their duty of good faith and fair dealing by negligently, grossly negligently, and/or recklessly failing to conduct adequate, proper, honest, and good faith inspections, adjustments and investigations of Mr. Green's claim for damage to his insured machine shed prior to denying such claim.

33. State Farm breached their duty of good faith and fair dealing by denying Mr. Green's claim for damages to his insured shed without conducting adequate, proper, honest, and good faith inspections, adjustments and investigations of Mr. Green's claim for damage to his shed under the Policy.

34. State Farm breached their duty of good faith and fair dealing by failing to construe Mr. Green's insurance policy in favor of coverage for losses caused by covered perils.

35. Such conduct by State Farm violates standards of decency, fairness, and

⁶ See, Exhibit B, pp. 4; 6.

reasonableness.

36. State Farm's breaches of its duties of good faith and fair dealing have proximately caused Mr. Green's economic damages.

JURY DEMAND

37. Mr. Green respectfully demands a trial by jury on all issues so triable.

PRAYER FOR RELIEF

38. Mr. Green hereby incorporates and adopts by reference each and every allegation set forth in all foregoing Paragraphs of the Complaint.

39. As a direct and proximate result of State Farm's, bad faith tortious breach of contract without a legitimate or arguable reason in fact or law, negligence, and breach of the duty of good faith and fair dealing, Mr. Green prays for the following relief from State Farm:

- (1) Payment of all contractual benefits, up to and including the policy limits, for all coverages afforded to Mr. Green under the subject State Farm Policy, with interest on all amounts due to Mr. Green under the Policy;
- (2) Prejudgment interest on all amounts owed to Mr. Green in contractual or policy benefits, retroactive to March 24, 2021;
- (3) Consequential damages, including, but not limited to, attorneys' fees and the amounts Mr. Green expended or lost in trying to subsist and conduct his work without insurance benefits since March 24, 2021, including, but not limited to, the price of repairing his shed and returning it to operations;
- (4) Punitive and exemplary damages, as allowed by law, for State Farm's breach of the duty of good faith and fair dealing;
- (5) Any other relief, both in law and in equity, to which Mr. Green is entitled to under

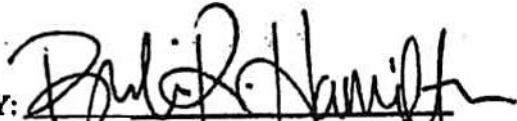
the Policy and/or all applicable laws.

WHEREFORE, PREMISES CONSIDERED, Mr. Green demands judgment against State Farm for actual damages, special damages, general damages, punitive and exemplary damages, for his court costs, attorney's fees, for pre-judgment and post-judgment interest on any awarded amounts and the judgment at the rates allowed by law, and for such other and further relief, both at law and in equity, to which Mr. Green is entitled to under all applicable laws.

Dated: August 4, 2023.

Respectfully submitted,

DARRELL GREEN

BY: 

Brandi R. Hamilton (MSB # 105116)
Jack Griffith Rutherford (La. Bar No. 34968)

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Attorneys for Plaintiff

EXHIBIT A



Certified Policy Record

I, the undersigned, do hereby confirm that I am custodian of the records pertaining to the issuance of policies by State Farm Fire and Casualty Company.

I certify that the attached documents represent a true and accurate record of the terms and conditions of Policy Number 99-BF-U351-2 including any endorsements, if applicable, for the policy term(s) 05/14/2020 TO 05/14/2021 and insuring GREEN, DARRELL of 7160 OLD WILSON RD, WEST MS based on available records.

The policy was in effect on the loss date of 02/17/2021.

A handwritten signature in black ink that reads "Richard Votipka".

Richard Votipka

Underwriter

Date: 11/21/2022



**State Farm®
Farm/Ranch
Policy**

FP-8105

FARM/RANCH POLICY**TABLE OF CONTENTS****DECLARATIONS**

Your Name
 Location of Your Residence
 Policy Period
 Coverages
 Limits of Insurance
 Deductibles

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FARM/RANCH POLICY**DECLARATIONS
CONTINUED**

We agree to provide the insurance described in this policy:

1. based on your payment of premium for the coverages you chose;
2. based on your compliance with all applicable provisions of this policy; and
3. in reliance on your statements in these **Declarations**.

You agree, by acceptance of this policy, that:

1. you will pay premiums when due and comply with the provisions of the policy;
2. the statements in these **Declarations** are your statements and are true;

3. we insure you on the basis your statements are true; and

4. this policy contains all of the agreements between you and us and any of our agents.

Unless otherwise indicated in the application, you state that during the three years preceding the time of your application for this insurance your Loss History and Insurance History are as follows:

1. Loss History: you have not had any losses, insured or not; and
2. Insurance History: you have not had any insurer or agency cancel or refuse to issue or renew similar insurance to you or any household member.

DEFINITIONS

"You" and "your" mean the "named insured" shown in the **Declarations**. Your spouse is included if a resident of your household. "We", "us" and "our" mean the Company shown in the **Declarations**.

Certain words and phrases are defined as follows:

1. "**bodily injury**" means physical injury, sickness, or disease to a person. This includes required care, loss of services and death resulting therefrom.

Bodily injury does not include:

- a. any of the following which are communicable: disease, bacteria, parasite, virus, or other organism, any of which are transmitted by any **insured** to any other person;
 - b. the exposure to any such disease, bacteria, parasite, virus, or other organism by any **insured** to any other person; or
 - c. emotional distress, mental anguish, humiliation, mental distress, mental injury, or any similar injury unless it arises out of actual physical injury to some person.
2. "**business**" means a trade, profession or occupation other than farming.
 3. "**Declarations**" means the policy **Declarations**, the Supplemental **Declarations**, any amended **Declara-**

tions, the Coverage D and Coverage F Schedules and any endorsement changing any of these.

4. "**farm employee**" means an employee of an **insured** whose duties are principally in connection with the farming operations of the **insured** but does not include a **residence employee** or an employee while engaged in an **insured's business**.

5. "**insured**" means you and, if residents of your household:

- a. your relatives; and
- b. any other person under the age of 21 who is in the care of a person described above.

Under Section II, "**insured**" also means:

- c. with respect to animals or watercraft to which this policy applies, the person or organization legally responsible for them. However, the animal or watercraft must be owned by you or a person included in 5.a. or 5.b. A person or organization using or having custody of these animals or watercraft in the course of a **business**, or without permission of the owner, is not an **insured**; and
- d. with respect to any vehicle to which this policy applies, any person while engaged in your employment or the employment of a person included in 5.a. or 5.b.

DEFINITIONS (cont.)

6. **"insured location"** means:
- a. the farm premises (including grounds and private approaches) which are:
 - (1) described in the **Declarations**; or
 - (2) acquired by you during the policy period;
 - b. the **residence premises**;
 - c. the part of any other premises, other structures and grounds used by you as a residence. This includes premises, structures and grounds you acquire while this policy is in effect for your use as a residence;
 - d. any premises used by you in connection with the premises included in 6.a., 6.b. or 6.c.;
 - e. any part of a premises not owned by an **insured** but where an **insured** is temporarily residing;
 - f. land owned by or rented to an **insured** on which a one or two family dwelling is being constructed as a residence for an **insured**;
 - g. individual or family cemetery plots or burial vaults owned by an **insured**;
 - h. any part of a premises occasionally rented to an **insured** for other than **business** purposes; and
 - i. vacant land owned by or rented to an **insured**. This does not include farm land.
7. **"livestock"** means only cattle, sheep, swine, goats, horses, mules and donkeys.
8. **"motor vehicle"**, when used in Section II of this policy, means:
- a. a motorized land vehicle designed for travel on public roads or subject to **motor vehicle** registration. A motorized land vehicle in dead storage on an **insured location** is not a **motor vehicle**;
 - b. a trailer or semi-trailer designed for travel on public roads and subject to **motor vehicle** registration. A boat, camp, home or utility trailer not being towed by or carried on a vehicle included in 8.a. is not a **motor vehicle**;
 - c. a motorized golf cart, snowmobile, motorized bicycle, motorized tricycle, all-terrain vehicle or any other similar type equipment owned by an **insured** and designed or used for recreational or utility purposes off public roads, while off an **insured location**. A motorized golf cart while used for golfing purposes is not a **motor vehicle**; and
 - d. any vehicle while being towed by or carried on a vehicle included in 8.a., 8.b. or 8.c.
9. **"non-owned auto"** means any auto you do not own, lease, hire or borrow which is used in your farming operation. However, if you are a partnership, a **non-owned auto** does not include any auto owned by any partner.
10. **"occurrence"**, when used in Section II of this policy, means an accident, including exposure to conditions, which results in:
- a. **bodily injury**; or
 - b. **property damage**;
- during the policy period. Repeated or continuous exposure to the same general conditions is considered to be one **occurrence**.
11. **"pollutants"** means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
12. **"property damage"** means physical damage to or destruction of tangible property, including loss of use of this property. Theft or conversion of property by any **insured** is not **property damage**.
13. **"residence employee"** means an employee of an **insured** who performs duties, including household or domestic services, in connection with the maintenance or use of the **residence premises**. This includes employees who perform similar duties elsewhere for you. This does not include employees while performing duties in connection with the **business** or farming operations of an **insured**.

DEFINITIONS (cont.)

14. "residence premises" means:

- a. the one, two, three or four-family dwelling, and grounds; or

- b. that part of any other building;

where you reside and which is shown in the **Declarations**.

**SECTION I -
COVERAGES A, B, C****COVERAGE A -
DWELLING**

1. **Dwelling.** We cover the dwelling used principally as a private residence on the **residence premises** shown in the **Declarations**.

Dwelling includes:

- a. structures attached to the dwelling. Structures connected to the dwelling by only a fence, utility line, or similar connection are not considered to be attached to the dwelling. A fence, utility line or similar connection is not a structure attached to the dwelling;
- b. materials and supplies located on or adjacent to the **residence premises** for use in the construction, alteration or repair of the dwelling on the **residence premises**;
- c. foundation, floor slab and footings supporting the dwelling;
- d. wall-to-wall carpeting attached to the dwelling;
- e. outdoor antennas and in-ground swimming pools on the **residence premises**; and
- f. water wells connected to the dwelling.

2. **Property Not Covered.** We do not cover:

- a. land, including the land necessary to support any Coverage A property;
- b. any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
- c. the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage A.

**COVERAGE B -
PERSONAL PROPERTY**

1. **Property Covered.** We cover personal property owned or used by an **insured** while it is anywhere in the world. This includes structures not permanently attached to or otherwise forming a part of the realty. At your request, we will cover personal property owned by others while the property is on the part of the **residence premises** occupied exclusively by an **insured**. At your request, we will also cover personal property owned by a guest or a **residence employee**, while the property is in any other residence occupied by an **insured**.

We cover personal property usually situated at an **insured's** residence, other than the **residence premises**, for up to \$1,000 or 10% of the Coverage B limit, whichever is greater. This limitation does not apply to personal property in a newly acquired principal residence for the first 30 days after you start moving the property there. If the **residence premises** is a newly acquired principal residence, personal property in your immediate past principal residence is not subject to this limitation for the first 30 days after the inception of this policy.

Special Coverage Limits. These limits do not increase the Coverage B limit. The special limit for each of the following categories is the total limit for each loss for all property in that category:

- a. \$200 on money, coins and medals, including any of these that are a part of a collection, and bank notes;
- b. \$1,000 on property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, while on the **residence premises**. This coverage is limited to \$250 on such property away from the **residence premises**.

SECTION I - COVERAGES A, B, C (cont.)

- Electronic data processing system equipment or the recording or storage media used with that equipment is not included under this coverage;
- c. \$1,000 on securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets;
 - d. \$1,000 on watercraft of all types and outboard motors, including their trailers, furnishings and equipment;
 - e. \$1,000 on trailers not used with watercraft;
 - f. \$2,500 on stamps, trading cards and comic books, including any of these that are a part of a collection;
 - g. \$2,500 for loss by theft of firearms;
 - h. \$2,500 for loss by theft of silverware and goldware;
 - i. \$5,000 on electronic data processing system equipment and the recording or storage media used with that equipment. There is no coverage for said equipment or media while located away from the **residence premises** except when said equipment or media are removed from the **residence premises** for the purpose of repair, servicing or temporary use. An **insured** student's equipment and media are covered while at a residence away from home; and
 - j. \$5,000 on any one article and \$10,000 in the aggregate for loss by theft of any rug, carpet (except wall-to-wall carpet), tapestry, wall-hanging or other similar article.
2. **Property Not Covered.** We do not cover:
- a. articles separately described and specifically insured in this or any other insurance;
 - b. animals, birds or fish;
 - c. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those not licensed for use on public highways which are:
 - (1) used solely to service the **insured location**; or
 - (2) designed for assisting the handicapped;
 - d. devices or instruments for the recording or reproduction of sound permanently attached to an engine or motor propelled vehicle. We do not cover tapes, wires, records or other mediums that may be used with these devices or instruments while in the vehicle;
 - e. aircraft and parts;
 - f. property of roomers, boarders, tenants and other residents not related to an **insured**. We do cover property of roomers, boarders and other residents related to an **insured**;
 - g. property regularly rented or held for rental to others or furnished to or held as furnishings for **farm employees** by an **insured**. Coverage does apply to property of an **insured** in a sleeping room on the **insured location** rented to others by an **insured**;
 - h. property rented or held for rental to others away from the **residence premises**;
 - i. any citizens band radios, radio telephones, radio transceivers, radio transmitters, radar or laser detectors, antennas and other similar equipment permanently attached to an engine or motor propelled vehicle;
 - j. books of account, abstracts, drawings, card index systems and other records. Coverage does apply to any recording or storage media for electronic data processing. We will cover the cost of blank books, cards or other blank material plus the cost of labor you incur for transcribing or copying such records;
 - k. recording or storage media for electronic data processing that cannot be replaced with other of like kind and quality on the current retail market; or
 - l. farm personal property.

COVERAGE C - LOSS OF USE

1. **Additional Living Expense.** When a Loss Insured causes the **residence premises** to become uninhabitable, we will cover the necessary increase in cost you incur to maintain your standard of living for up to 24 months. Our payment is limited to incurred costs for the shortest of: (a) the time required to repair or replace

SECTION I - COVERAGES A, B, C (cont.)

the premises; (b) the time required for your household to settle elsewhere; or (c) 24 months. This coverage is not reduced by the expiration of this policy.

2. **Fair Rental Value.** When a Loss Insured causes that part of the **residence premises** rented to others or held for rental by you to become uninhabitable, we will cover its fair rental value. Payment shall be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not to exceed 12 months. This period of time is not limited by expiration of this policy. Fair rental value shall not include any expense that does not continue while that part of the **residence premises** rented or held for rental is uninhabitable.
3. **Prohibited Use.** When a civil authority prohibits your use of the **residence premises** because of direct damage to a neighboring premises by a Loss Insured, we will cover any resulting Additional Living Expense and Fair Rental Value. Coverage is for a period not exceeding two weeks while use is prohibited.

We do not cover loss or expense due to cancellation of a lease or agreement.

ADDITIONAL COVERAGES - COVERAGES A, B, C

The following Additional Coverages are subject to all the terms, provisions, exclusions and conditions of this policy.

1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

When the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 3. Trees, Shrubs and Other Plants.

We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from the **residence premises** when the tree has caused a Loss Insured to Cover-age A property.

2. **Temporary Repairs.** If damage is caused by a Loss Insured, we will pay the reasonable and necessary cost you incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.

3. **Trees, Shrubs and Other Plants.** We cover outdoor trees, shrubs, plants or lawns, adjacent to your dwelling, on the **residence premises**, for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **residence premises**), Vandalism or malicious mischief or Theft. This coverage applies only to outdoor trees, shrubs, plants or lawns that serve as landscaping for your dwelling.

The limit for this coverage, including the removal of debris, shall not exceed 5% of the limit shown in the **Declarations** for COVERAGE A - DWELLING. We will not pay more than \$500 for any one outdoor tree, shrub or plant, including debris removal expense. This coverage may increase the limit otherwise applicable. Property grown for **business** or farming purposes is not covered.

4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges. This means charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
5. **Fire Extinguisher Recharge.** We will pay the expense you incur to recharge a portable fire extinguisher when it has been used to combat a covered fire. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
6. **Property Removed.** Covered property, while being removed from a premises endangered by a Loss Insured, is covered for any accidental direct physical loss. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.
7. **Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money.**
 - a. We will pay up to \$1,000 for:
 - (1) the legal obligation of an **insured** to pay because of the theft or unauthorized use of credit cards and bank fund transfer cards issued to or registered in an **insured's** name. If an **insured** has not complied with all terms and conditions under which the cards are issued, we do not cover use by an **insured** or anyone else;

**SECTION I -
COVERAGES A, B, C (cont.)**

- (2) loss to an **insured** caused by forgery or alteration of any check or negotiable instrument; and
- (3) loss to an **insured** through acceptance in good faith of counterfeit United States or Canadian paper currency.

No deductible applies to this coverage.

We will not pay more than the limit stated above for forgery or alteration committed by any one person. This limit applies when the forgery or alteration involves one or more instruments in the same loss.

- b. We do not cover loss arising out of **business** pursuits or dishonesty of an **insured**.
 - c. Defense:
 - (1) We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend claims or suits ends when the amount we pay for the loss equals our limit of liability.
 - (2) If claim is made or a suit is brought against an **insured** for liability under the Credit Card or Bank Fund Transfer Card coverage, we will provide a defense. This defense is at our expense by counsel of our choice.
 - (3) We have the option to defend at our expense an **insured** or an **insured's** bank against any suit for the enforcement of payment under the Forgery coverage.
8. **Power Interruption.** We cover accidental direct physical loss caused directly or indirectly by a change of temperature which results from power interruption that takes place on the **residence premises**. The power interruption must be caused by a Loss Insured occurring on the **residence premises**. The power lines off the **residence premises** must remain energized. This coverage does not increase the limit applying to the damaged property.
9. **Refrigerated Products.** Coverage B is extended to cover the contents of deep freeze or refrigerated units on the **residence premises** for loss due to power failure or mechanical failure. If mechanical failure or power failure is known to you, all reasonable means must be used to protect the property insured from

further damage or this coverage is void. Power failure or mechanical failure shall not include:

- a. removal of a plug from an electrical outlet; or
- b. turning off an electrical switch unless caused by a Loss Insured.

This coverage does not increase the limit applying to the damaged property.

10. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.

11. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:

- a. volcanic blast or airborne shock waves;
- b. ash, dust or particulate matter; or
- c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limit applying to the damaged property.

12. **Collapse.** We insure only for accidental direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in **SECTION I - LOSSES INSURED, COVERAGE B - PERSONAL PROPERTY**. These perils apply to covered building and

SECTION I - COVERAGES A, B, C (cont.)

- personal property for loss insured by this Additional Coverage;
- b. hidden decay of a supporting or weight-bearing structural member of the building;
 - c. hidden insect or vermin damage to a structural member of the building;
 - d. weight of contents, equipment, animals or people;
 - e. weight of ice, snow, sleet or rain which collects on a roof; or
 - f. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of the construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e. and f. unless the loss is the direct and immediate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

13. **Locks.** We will pay the reasonable expenses you incur to re-key locks on exterior doors of the dwelling located on the **residence premises**, when the keys to those locks are a part of a covered theft loss.

No deductible applies to this coverage.

INFLATION COVERAGE - COVERAGES A and B

The coverage limits shown in the **Declarations** for Coverage A, Coverage B and, when applicable, Option ID will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the coverage limits for Coverage A, Coverage B and Option ID separately.

The coverage limits will not be reduced to less than the amounts shown in the **Declarations**.

If during the term of this policy the Coverage A coverage limit is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I - LOSSES INSURED - COVERAGES A, B, C

COVERAGE A - DWELLING

We insure for accidental direct physical loss to the property described in Coverage A, except as provided in **SECTION I - LOSSES NOT INSURED - COVERAGES A, B, C**.

COVERAGE B - PERSONAL PROPERTY

We insure for accidental direct physical loss to property described in Coverage B caused by the following perils, except as provided in **SECTION I - LOSSES NOT INSURED - COVERAGES A, B, C**:

1. **Fire or lightning.**
2. **Windstorm or hail.** This peril does not include loss to property contained in a building caused by rain, snow, sleet, sand or dust. This limitation does not apply when

the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

This peril includes loss to watercraft of all types and their trailers, furnishings, equipment, and outboard motors, only while inside a fully enclosed building.

3. **Explosion.**
4. **Riot or civil commotion.**
5. **Aircraft**, including self-propelled missiles and spacecraft.
6. **Vehicles**, meaning impact by a vehicle.
7. **Smoke**, meaning sudden and accidental damage from smoke.

**SECTION I -
LOSSES INSURED -
COVERAGES A, B, C (cont.)**

This peril does not include loss caused by smoke from agricultural smudging or industrial operations.

8. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.
9. **Theft**, including attempted theft and loss of property from a known location when it is probable that the property has been stolen.

This peril does not include:

- a. loss of a precious or semi-precious stone from its setting;
- b. loss caused by theft:
 - (1) committed by an **insured** or by any other person regularly residing on the **insured location**. Property of a student who is an **insured** is covered while located at a residence away from home, if the theft is committed by a person who is not an **insured**;
 - (2) in or to a dwelling under construction or of materials and supplies for use in the construction until the dwelling is completed and occupied; or
 - (3) from the part of a **residence premises** rented to others:
 - (a) caused by a tenant, members of the tenant's household, or the tenant's employees;
 - (b) of money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins and medals;
 - (c) of securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports, tickets and stamps; or
 - (d) of jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;
- c. loss caused by theft that occurs away from the **residence premises** of:

- (1) property while at any other residence owned, rented to, or occupied by an **insured**, except while an **insured** is temporarily residing there. Property of a student who is an **insured** is covered while at a residence away from home;

- (2) watercraft of all types, including their furnishings, equipment and outboard motors; or

- (3) trailers and campers designed to be pulled by or carried on a vehicle.

If the **residence premises** is a newly acquired principal residence, property in the immediate past principal residence shall not be considered property away from the **residence premises** for the first 30 days after the inception of this policy.

10. **Falling objects**. This peril does not include loss to property contained in a building unless the roof or an exterior wall of the building is first damaged by a falling object. Damage to the falling object itself is not included.
11. **Weight of ice, snow or sleet** which causes damage to property contained in a building.
12. **Sudden and accidental discharge or overflow** of water or steam from within a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or from within a household appliance.

This peril does not include loss:

- a. to the system or appliance from which the water or steam escaped;
- b. caused by or resulting from freezing;
- c. caused by or resulting from water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- d. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold, or wet or dry rot.

**SECTION I -
LOSSES INSURED -
COVERAGES A, B, C (cont.)**

13. **Sudden and accidental tearing asunder, cracking, burning or bulging** of a steam or hot water heating system, an air conditioning or automatic fire protective sprinkler system, or an appliance for heating water.

This peril does not include loss:

- a. caused by or resulting from freezing; or
- b. caused by or resulting from continuous or repeated seepage or leakage of water or steam which occurs over a period of time and results in deterioration, corrosion, rust, mold, or wet or dry rot.

14. **Freezing** of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance.

This peril does not include loss on the **residence premises** while the dwelling is vacant, unoccupied or being constructed, unless you have used reasonable care to:

- a. maintain heat in the building; or
- b. shut off the water supply and drain the system and appliances of water.

15. **Sudden and accidental damage** to electrical appliances, devices, fixtures and wiring from an increase or decrease of artificially generated electrical current. We will pay up to \$1,000 under this peril for each damaged item described above.

16. **Breakage of glass**, meaning damage to personal property caused by breakage of glass which is a part of a building on the **residence premises**. There is no coverage for loss or damage to the glass.

**SECTION I -
LOSSES NOT INSURED -
COVERAGES A, B, C**

1. We do not insure for any loss to the property described in Coverage A which consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through n. below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

- a. collapse, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES - COVERAGES A, B, C, Collapse**;

- b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion only applies while the dwelling is vacant, unoccupied or being constructed. This exclusion does not apply if you have used reasonable care to:

- (1) maintain heat in the building; or
- (2) shut off the water supply and drain the system and appliances of water;

- c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a swimming pool, hot tub or spa, including their filtration and

circulation systems, fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock;

- d. theft in or to a dwelling under construction, or of materials and supplies for use in the construction, until the dwelling is completed and occupied;

- e. vandalism or malicious mischief or breakage of glass and safety glazing materials if the dwelling has been vacant for more than 30 consecutive days immediately before the loss. A dwelling being constructed is not considered vacant;

- f. continuous or repeated seepage or leakage of water or steam from a:

- (1) heating, air conditioning or automatic fire protective sprinkler system;
- (2) household appliance; or
- (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time. If loss to covered property is caused by water or steam not

**SECTION I -
LOSSES NOT INSURED -
COVERAGES A, B, C (cont.)**

otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

- g. wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown;
- h. corrosion, electrolysis or rust;
- i. mold, fungus or wet or dry rot;
- j. contamination;
- k. smog, smoke from agricultural smudging or industrial operations;
- l. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;
- m. birds, vermin, rodents, insects, or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals; or
- n. pressure from or presence of tree, shrub or plant roots.

However, we do insure for any resulting loss from items a. through m. unless the resulting loss is itself a Loss Not Insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:
 - a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.
 - b. **Earth Movement**, meaning the sinking, rising, shifting, expanding or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake,

landslide, mudflow, mudslide, sinkhole, subsidence, erosion or movement resulting from improper compaction, site selection or any other external forces. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES - COVERAGES A, B, C, Volcanic Action**.

However, we do insure for any direct loss by fire resulting from earth movement, provided the resulting fire loss is itself a Loss Insured.

c. Water Damage, meaning:

- (1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether driven by wind or not;
- (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for any direct loss by fire, explosion or theft resulting from water damage, provided the resulting loss is itself a Loss Insured.

- d. **Neglect**, meaning neglect of the **insured** to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.
- e. **War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. **Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these.

CERTIFICATE OF SERVICE

I hereby certify that on this day the foregoing document was filed with the Clerk of the Court and a true and correct copy of such paper was served by U.S. Mail and/or electronic mail to the following counsel of record:

Brandi R. Hamilton (MSB # 105116)
Jack Griffith Rutherford (La. Bar No. 34968)
RUTHERFORD LAW
900 Camp Street, #3C8
New Orleans, Louisiana 70130

ATTORNEYS FOR PLAINTIFF

THIS the 8th day of September 2023.


Amanda B. Barbour

**SECTION I -
LOSSES NOT INSURED -
COVERAGES A, B, C (cont.)**

Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke.

However, we do insure for any direct loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a Loss Insured.

3. We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

- a. conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;

- b. defect, weakness, inadequacy, fault or unsoundness in:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, construction, grading, compaction;
- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the residence premises; or

- c. weather conditions.

However, we do insure for any resulting loss from items a., b. and c. unless the resulting loss is itself a Loss Not Insured by this Section.

**SECTION I -
LOSS SETTLEMENT -
COVERAGES A, B, C**

Only the Loss Settlement provisions shown in the **Declarations** apply. We will settle covered property losses according to the following.

**COVERAGE A -
DWELLING**

**1. A1 - Replacement Cost Loss Settlement -
Similar Construction.**

- a. We will pay the cost to repair or replace with similar construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under **SECTION I - COVERAGES, COVERAGE A - DWELLING**, subject to the following:

- (1) until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable coverage limit shown in the **Declarations**, not to exceed the cost to repair or replace the damaged part of the property;
- (2) when the repair or replacement is actually completed, we will pay the covered additional amount you actually and necessarily

spend to repair or replace the damaged part of the property, or an amount up to the applicable coverage limit shown in the **Declarations**, whichever is less;

- (3) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and
- (4) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under **Option OL - Building Ordinance or Law Coverage**.

**2. A2 - Replacement Cost Loss Settlement -
Common Construction.**

- a. We will pay the cost to repair or replace with common construction and for the same use on the premises shown in the **Declarations**, the damaged part of the property covered under

**SECTION I -
LOSS SETTLEMENT -
COVERAGES A, B, C (cont.)**

**SECTION I - COVERAGES, COVERAGE A -
DWELLING**, subject to the following:

- (1) we will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. We will not pay the cost to repair or replace obsolete, antique or custom construction with like kind and quality;
- (2) until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable coverage limit shown in the **Declarations**, not to exceed the cost to repair or replace the damaged part of the property as described in a.(1) above;
- (3) when the repair or replacement is actually completed as described in a.(1) above, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable coverage limit shown in the **Declarations**, whichever is less;
- (4) to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and
- (5) we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure, except as provided under **Option OL - Building Ordinance or Law Coverage**.

**COVERAGE B -
PERSONAL PROPERTY**

1. B1 - Limited Replacement Cost Loss Settlement.

- a. We will pay the cost to repair or replace property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below, subject to the following:

- (1) until repair or replacement is completed, we will pay only the cost to repair or replace less depreciation;
- (2) after repair or replacement is completed, we will pay the difference between the cost to repair or replace less depreciation and the cost you have actually and necessarily spent to repair or replace the property; and
- (3) if property is not repaired or replaced within two years after the date of loss, we will pay only the cost to repair or replace less depreciation.

b. We will pay market value at the time of loss for:

- (1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
- (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and
- (3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special coverage limit described in the policy; or
- (4) any applicable Coverage B coverage limit.

2. B2 - Depreciated Loss Settlement.

- a. We will pay the cost to repair or replace less depreciation at the time of loss for property covered under **SECTION I - COVERAGES, COVERAGE B - PERSONAL PROPERTY**, except for property listed in item b. below.
- b. We will pay market value at the time of loss for:
 - (1) antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;

**SECTION I -
LOSS SETTLEMENT -
COVERAGES A, B, C (cont.)**

- (2) articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and
- (3) property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items a. and b. above:

- (1) our cost to replace at the time of loss;
- (2) the full cost of repair;
- (3) any special coverage limit described in the policy; or
- (4) any applicable Coverage B coverage limit.

**SECTION I -
COVERAGES D, E, F**

**COVERAGE D -
SCHEDULED FARM
PERSONAL PROPERTY**

This coverage applies when a description and coverage limit are shown in the **Declarations** for Coverage D - Scheduled Farm Personal Property. We cover scheduled farm personal property that you own or lease while on the **insured location**.

Leased farm personal property is covered only when scheduled and in your care, custody or control. This coverage is excess insurance over any valid and collectible insurance available to the lessor of the property.

You must maintain an amount of insurance on commodities and items grouped by category that is at least 80% of the actual cash value of all such property. If you do not, coinsurance will apply and we will pay a percentage of loss figured by dividing the coverage limit carried by the amount you should have carried.

In the event of loss to commodities or items grouped by category, you must furnish us with an inventory of all such property to establish its value for coinsurance purposes. If the loss is less than \$2,500, we may elect to waive the inventory requirement.

Some items of Scheduled Farm Personal Property that may be shown on the Coverage D Schedule are subject to Special Coverage Limits and Conditions as follows:

**Special Coverage Limits
and Conditions.**

1. **Miscellaneous Farm Equipment.** When this coverage applies, we cover your farm equipment, machinery, supplies and tools. Our coverage limit for any one item is 10% of the coverage limit for all Miscellaneous Farm Equipment or \$2,500, whichever is greater. Miscellaneous farm equipment does not include:

- a. property that is separately described and specifically insured in whole or in part by this or any other insurance;
 - b. automobiles, trucks, motorcycles, snowmobiles, mobile homes, house trailers, vehicles primarily designed and licensed for road use (other than wagons and trailers designed for farming purposes and used principally on the **insured location**), watercraft, aircraft, or their equipment, tires or parts;
 - c. property used in a **business**;
 - d. tractors, planters, drills, hay balers, crop driers, bulldozers, sawmills, irrigation equipment, and harvesters of all kinds including combines, corn pickers, cotton pickers, fruit and vegetable pickers, potato diggers and pickers, sugar beet diggers, peanut diggers, and silage choppers;
 - e. fences, windmills and wind chargers and their towers, and private power and light poles;
 - f. property that is attached to or part of a building;
 - g. portable buildings and portable structures with actual cash values of more than \$1,000 each;
 - h. tires or tubes. However, we do insure tires and tubes if:
 - (1) loss occurs at the same time an insured loss occurs to other farm equipment; or
 - (2) loss is caused by fire, lightning, windstorm, hail, theft or vandalism and malicious mischief.
2. **Farm Operations Records.** When this coverage applies, we cover your farm operations records for your

SECTION I - COVERAGES D, E, F (cont.)

expense to research, replace, or restore the information lost from those records if there are no duplicates. This includes the cost of similar blank record storage media that is available on the current retail market.

3. **Farm Products.** When this coverage applies, we cover grain, threshed seed, feed, silage, milk, vegetables, root crops, bulbs, fruit and nuts in buildings, structures, trucks, wagons and containers.

The following items are covered for loss by fire only:

- a. unharvested grain and seed (but not forage crops, straw or stubble); and
 - b. grain and seed in stacks, shocks, swaths or piles in the open.
4. **Hay, Straw and Fodder.** When this coverage applies, we cover hay, straw, bedding and fodder in buildings and structures and in the open. Coverage in the open is limited to \$5,000 for each stack. "Each stack" means separated from other hay, straw, bedding or fodder by at least 100 feet.
 5. **Household Contents.** When this coverage applies, we cover household personal property owned by you that is usual or incidental to the occupancy of an additional dwelling owned or rented by you. This coverage applies only while the household personal property is on the **insured location** or temporarily away being used, repaired or serviced.

Property Not Covered. We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds or fish;
- c. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those not licensed for use on public highways which are:
 - (1) used solely to service the **insured location**; or
 - (2) designed for assisting the handicapped;
- d. devices or instruments for the recording or reproduction of sound permanently attached to an engine or motor propelled vehicle. We do not cover tapes, wires, records or other mediums that may be used with these devices or instruments while in the vehicle;

- e. aircraft and parts;
- f. any citizens band radios, radio telephones, radio transceivers, radio transmitters, radar or laser detectors, antennas and other similar equipment permanently attached to an engine or motor propelled vehicle;
- g. books of account, abstracts, drawings, card index systems and other records;
- h. money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins and medals;
- i. **business property**;
- j. securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets and stamps;
- k. jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;
- l. watercraft of all types, including their furnishings, equipment and outboard motors;
- m. trailers and campers designed to be pulled by or carried on a vehicle;
- n. firearms;
- o. electronic data processing system equipment and the recording or storage media used with that equipment; or
- p. farm personal property.

6. **Seasonal Coverage.** This coverage applies when there is a coverage limit, description and period of time shown under SEASONAL COVERAGE on the Coverage D Schedule in the **Declarations**. We cover scheduled farm personal property for only the period of time shown on the Coverage D Schedule. When coverage applies to an item that is also insured year around, then the seasonal coverage is an additional amount of coverage during the time specified.

This coverage begins and ends at the same time of day as the policy period shown in the **Declarations**.

7. **Tenants Improvements and Betterments.** When this coverage applies, we cover only your use interest in

SECTION I - COVERAGES D, E, F (cont.)

improvements and betterments on a building or structure you do not own.

"Improvements and betterments" means fixtures, alterations, installations and additions comprising a part of a building or structure and made or acquired at your expense, exclusive of rent you pay, but which you cannot legally remove.

"Lease" means the lease or rental agreement, written or oral, in effect at the time of the loss.

If improvements or betterments are damaged or destroyed during the term of this policy by any of the Losses Insured, our coverage limit will be determined as follows:

- a. if repaired or replaced at the **insured's** expense within 12 months after the loss, we will pay the actual cash value of the damaged or destroyed property;
- b. if not repaired or replaced within 12 months after the loss, we will pay the amount derived by:
 - (1) dividing the number of days from the date of loss to the expiration date of the lease by the number of days from the date of installation to the expiration date of the lease; and
 - (2) multiplying the result by the cost of the improvements and betterments at the time of installation; or
- c. if repaired or replaced at the expense of others, there is no coverage.

COVERAGE E - UNSCHEDULED FARM PERSONAL PROPERTY

This coverage applies when there is a coverage limit shown in the **Declarations** for Coverage E - Unscheduled Farm Personal Property. We cover unscheduled farm personal property that you own or lease while on the **insured location**.

Leased farm personal property is covered only when it is in your care, custody or control. This coverage is excess insurance over any valid and collectible insurance available to the lessor of the property.

You must maintain an amount of insurance on all property covered under Coverage E that is at least 80% of the actual cash value of all covered property at the time of loss. If you

do not, coinsurance will apply and we will pay a percentage of loss figured by dividing the coverage limit carried by the amount you should have carried.

In the event of loss, you must furnish us with an inventory of all farm personal property to establish its value for coinsurance purposes. If the loss is less than \$2,500, we may elect to waive the inventory requirement.

Property Not Covered.

We do not cover:

1. property that is separately described and specifically insured in whole or in part by this or any other insurance;
2. property covered under Coverage B;
3. household contents usual or incidental to the occupancy of a dwelling except as provided under **ADDITIONAL COVERAGES - COVERAGES D, E, F**;
4. automobiles, trucks, motorcycles, snowmobiles, mobile homes, house trailers, vehicles primarily designed and licensed for road use (other than wagons and trailers designed for farming purposes and used principally on the **insured location**), watercraft, aircraft, or their equipment, tires or parts;
5. **business property**;
6. animals other than **livestock**;
7. race horses, show horses and show ponies;
8. tobacco and cotton;
9. crops in the open (standing or otherwise) except as provided for in the Special Coverage Limits and Conditions section;
10. trees, shrubs and plants except as provided under **ADDITIONAL COVERAGES - COVERAGES D, E, F**;
11. contents usual or incidental to poultry houses;
12. fences, windmills and wind chargers and their towers, and private power and light poles;
13. property that is attached to or part of a building;
14. portable buildings and portable structures with actual cash values of more than \$1,000 each;

SECTION I - COVERAGES D, E, F (cont.)

15. outdoor radio and television equipment; or
16. tires or tubes. However, we do insure tires and tubes if:
 - a. loss occurs at the same time an insured loss occurs to other farm equipment; or
 - b. loss is caused by fire, lightning, windstorm, hail, theft or vandalism and malicious mischief.

Special Coverage Limits and Conditions.

1. **Farm Operations Records.** We will pay up to \$2,500 to cover your farm operations records for your expense to research, replace or restore the information lost from those records if there are no duplicates. This includes the cost of similar blank record storage media that is available on the current retail market.
2. **Grain and Hay in the Open.** We cover the following items for loss by fire only:
 - a. unharvested grain and seed (but not forage crops, straw or stubble);
 - b. grain and seed in stacks, shocks, swaths or piles in the open; and
 - c. hay, straw, bedding, fodder and silage in stacks, windrows and bales in the open, up to \$5,000 for each stack.

"Each stack" means separated from other hay, straw, bedding, fodder or silage by at least 100 feet. The limit for this coverage is 10% of the Coverage E limit. This does not increase the Coverage E limit.
3. **Livestock.** Our coverage limits for livestock are:
 - a. \$500 per head for sheep and goats;
 - b. \$1,000 per head for horses, mules, donkeys and swine; and
 - c. \$2,500 per head for cattle.

When applying the coinsurance clause, the actual cash value of any head of livestock shall not exceed the special coverage limits.

4. **Seasonal Coverage.** This coverage applies when there is a coverage limit and period of time shown under SEASONAL COVERAGE on the Coverage E

Schedule in the **Declarations**. We cover unscheduled farm personal property for only the period of time shown on the Coverage E Schedule. The seasonal coverage limit is an additional amount of coverage applying to Coverage E.

This coverage begins and ends at the same time of day as the policy period shown in the **Declarations**.

5. **Tenants Improvements and Betterments.** We cover only your use interest in improvements and betterments on a building or structure you do not own.

"Improvements and betterments" means fixtures, alterations, installations and additions comprising a part of a building or structure and made or acquired at your expense, exclusive of rent you pay, but which you cannot legally remove.

"Lease" means the lease or rental agreement, written or oral, in effect at the time of the loss.

If improvements or betterments are damaged or destroyed during the term of this policy by any of the Losses Insured, our coverage limit will be determined as follows:

- a. if repaired or replaced at the insured's expense within 12 months after the loss, we will pay the actual cash value of the damaged or destroyed property;
- b. if not repaired or replaced within 12 months after the loss, we will pay the amount derived by:
 - (1) dividing the number of days from the date of loss to the expiration date of the lease by the number of days from the date of installation to the expiration date of the lease; and
 - (2) multiplying the result by the cost of the improvements and betterments at the time of installation; or
- c. if repaired or replaced at the expense of others there is no coverage.

COVERAGE F - FARM BUILDINGS AND STRUCTURES

This coverage applies when a description and coverage limit are shown on the Coverage F - Farm Buildings and Structures Schedule in the **Declarations**. We cover structures, farm dwellings, and farm buildings including attached per-

SECTION I - COVERAGES D, E, F (cont.)

manent fixtures and sheds (except silos), on the **insured location**.

Additional Farm Dwelling. When this coverage applies, we cover an additional farm dwelling used principally as a private residence on the **insured location** shown on the Coverage F Schedule in the **Declarations**.

Additional Farm Dwelling includes:

1. structures attached to the dwelling. Structures connected to the dwelling by only a fence, utility line, or similar connection are not considered to be attached to the dwelling. A fence, utility line or similar connection is not a structure attached to the dwelling;
2. materials and supplies located on or adjacent to the **insured location** for use in the construction, alteration or repair of the dwelling;
3. foundation, floor, slab and footings supporting the dwelling;
4. wall-to-wall carpeting attached to the dwelling;
5. outdoor antennas and in-ground swimming pools on the **insured location**; and
6. water wells connected to the dwelling.

Fences. When this coverage applies, we cover corrals, pens, chutes, fence-line feed bunks and yard fences, but not field or pasture fences.

Private Power and Light Poles. When this coverage applies, we cover private power and light poles including attached outdoor wiring and equipment such as switch boxes and fuse boxes.

Silos. Silos are covered only when described with a coverage limit on the Coverage F Schedule, regardless of whether they are attached to another structure or not.

Property Not Covered.

We do not cover:

1. any structure or other property covered under Coverage A;
2. field fences or pasture fences;
3. land, including the land necessary to support any Coverage F property;

4. any costs required to replace, rebuild, stabilize, or otherwise restore the land; or
5. the costs of repair techniques designed to compensate for or prevent land instability to any property, whether or not insured under Coverage F.

ADDITIONAL COVERAGES - COVERAGES D, E, F

The following Additional Coverages are subject to all the terms, provisions, exclusions and conditions of this policy.

1. **Debris Removal.** We will pay the reasonable expenses you incur in the removal of debris of covered property damaged by a Loss Insured. This expense is included in the limit applying to the damaged property.

For Coverage F only, when the amount payable for the property damage plus the debris removal exceeds the limit for the damaged property, an additional 5% of that limit is available for debris removal expense. This additional amount of insurance does not apply to Additional Coverage, item 12. Trees, Shrubs and Other Plants.

We will also pay up to \$500 in the aggregate for each loss to cover the reasonable expenses you incur in the removal of tree debris from an **insured location** when the tree has caused a Loss Insured to Coverage F property.

2. **Temporary Repairs.** If damage is caused by a Loss Insured, we will pay the reasonable and necessary cost you incur for temporary repairs to covered property to protect the property from further immediate damage or loss. This coverage does not increase the limit applying to the property being repaired.
3. **Fire Extinguisher Recharge.** We will pay the expense you incur to recharge a portable fire extinguisher when it has been used to combat a covered fire. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
4. **Fire Department Service Charge.** We will pay up to \$500 for your liability assumed by contract or agreement for fire department charges. This means charges incurred when the fire department is called to save or protect covered property from a Loss Insured. No deductible applies to this coverage. This coverage may increase the limit otherwise applicable.
5. **Property Removed.** Covered property, while being removed from a premises endangered by a Loss Insured, is covered for any accidental direct physical

SECTION I - COVERAGES D, E, F (cont.)

loss. This coverage also applies to the property for up to 30 days while removed. We will also pay for reasonable expenses incurred by you for the removal and return of the covered property. This coverage does not increase the limit applying to the property being removed.

6. **Arson Reward.** We will pay \$1,000 for information which leads to an arson conviction in connection with a fire loss to property covered by this policy. This coverage may increase the limit otherwise applicable. However, the \$1,000 limit shall not be increased regardless of the number of persons providing information.
7. **Volcanic Action.** We cover direct physical loss to a covered building or covered property contained in a building resulting from the eruption of a volcano when the loss is directly and immediately caused by:
 - a. volcanic blast or airborne shock waves;
 - b. ash, dust or particulate matter; or
 - c. lava flow.

We will also pay for the removal of that ash, dust or particulate matter which has caused direct physical loss to a covered building or covered property contained in a building.

One or more volcanic eruptions that occur within a 72-hour period shall be considered one volcanic eruption.

This coverage does not increase the limits applying to the damaged property.

8. **Glass in Mobile Farm Equipment.** Coverage is extended to apply to breakage of glass which is a part of the cab of mobile farm equipment insured under Coverage D or Coverage E.
9. **Borrowed Farm Equipment.** Coverage is extended to apply to borrowed farm equipment if you have coverage under Coverage D or Coverage E at the time of loss. Our coverage limit for all borrowed farm equipment is \$10,000 per loss. We cover equipment that:
 - a. is in your care, custody or control; and
 - b. you do not own or lease.

If any of your equipment insured under Coverage D or Coverage E is covered for Accidental Direct Physical

Loss (shown in the **Declarations** as A.D.P.L.), then Accidental Direct Physical Loss applies to the borrowed farm equipment. Otherwise, the borrowed farm equipment is insured for Specified Perils.

We do not cover automobiles, trucks, motorcycles, snowmobiles, mobile homes, house or camping trailers, vehicles primarily designed and licensed for road use (other than wagons and trailers designed for farming purposes and used principally on farm premises), watercraft, aircraft, or their equipment, tires or parts, or dealers' demonstration vehicles and equipment.

The **Other Insurance** condition contained in the **SECTION I - CONDITIONS** does not apply to this coverage. This coverage is primary and does not contribute with any other insurance.

We will decide if our payment for loss under this coverage will be made to you or to the owner of the property.

10. **Newly Acquired Farm Equipment.** If items of farm equipment are described and insured on the Coverage D Schedule, then coverage is extended to newly acquired farm equipment. Newly acquired farm equipment is farm equipment you purchase or lease which either replaces farm equipment insured on the Coverage D Schedule, or which is in addition to farm equipment insured on the Coverage D Schedule. Our coverage limit for all newly acquired farm equipment is \$100,000 per loss. If any of your farm equipment insured under Coverage D is covered for Accidental Direct Physical Loss (shown in the **Declarations** as A.D.P.L.), then Accidental Direct Physical Loss applies to the newly acquired farm equipment. Otherwise, the newly acquired farm equipment is insured for Specified Perils.

We do not cover automobiles, trucks, motorcycles, snowmobiles, mobile homes, house or camping trailers, vehicles primarily designed and licensed for road use (other than wagons and trailers designed for farming purposes and used principally on farm premises), watercraft, aircraft, or their equipment, tires or parts, or dealers' demonstration vehicles and equipment.

You will notify us within 30 days of the acquisition and pay any additional premium. This coverage ceases 30 days after the acquisition or on expiration of this policy, whichever occurs first.

This coverage is excess over any other valid and collectible insurance available to you.

**SECTION I -
COVERAGES D, E, F (cont.)**

11. **Property Off Premises.** The following farm personal property insured under Coverage D or Coverage E is also insured while:

- a. within 100 miles of the **insured location**:

farm machinery, equipment and tools. This 100 mile limitation does not apply to farm machinery or equipment that is being repaired or serviced;

- b. away from the **insured location**:

- (1) farm personal property other than machinery, equipment and tools;
- (2) our coverage limit for items insured under b.(1) is \$50,000 per loss.

This coverage does not apply to property that is away from the **insured location** while:

- a. in transit by common carrier;
- b. in commercial public facilities such as slaughter houses, packing plants, stock yards, sale barns, sale yards, manufacturing plants, elevators, warehouses, seed houses, drying plants; or
- c. outside the United States of America, its territories or possessions or Canada.

Insurance provided under this coverage is excess over any other valid and collectible insurance available to you.

12. **Trees, Shrubs and Other Plants.** We cover outdoor trees, shrubs, plants or lawns, on the **insured location** and adjacent to the additional farm dwelling, insured under Coverage F for direct loss caused by the following: Fire or lightning, Explosion, Riot or civil commotion, Aircraft, Vehicles (not owned or operated by a resident of the **insured location**), Vandalism or malicious mischief or Theft. This coverage applies only to outdoor trees, shrubs, plants and lawns that serve as landscaping for the additional farm dwelling.

The limit for this coverage, including the removal of debris, shall not exceed 5% of the amount shown on the Coverage F Schedule in the **Declarations** for the additional farm dwelling. We will not pay more than \$500 for any one outdoor tree, shrub or plant, including debris removal expense. This coverage may increase the limit otherwise applicable. Property grown for **business** or farming purposes is not covered.

13. **Household Contents.** We cover household personal property owned by you that is usual or incidental to the occupancy of the additional farm dwelling shown on the Coverage F Schedule in the **Declarations**. This coverage applies only while the household personal property is on the **insured location** or temporarily away being used, repaired or serviced.

Our coverage limit for this Additional Coverage is 5% of the coverage limit for the additional dwelling shown on the Coverage F Schedule. This is an additional amount of insurance and applies separately to each scheduled additional dwelling.

Property Not Covered. We do not cover:

- a. articles separately described and specifically insured in this or any other insurance;
- b. animals, birds or fish;
- c. any engine or motor propelled vehicle or machine, including the parts, designed for movement on land. We do cover those not licensed for use on public highways which are:
- (1) used solely to service the **insured location**; or
- (2) designed for assisting the handicapped;
- d. devices or instruments for the recording or reproduction of sound permanently attached to an engine or motor propelled vehicle. We do not cover tapes, wires, records or other mediums that may be used with these devices or instruments while in the vehicle;
- e. aircraft and parts;
- f. any citizens band radios, radio telephones, radio transceivers, radio transmitters, radar or laser detectors, antennas and other similar equipment permanently attached to an engine or motor propelled vehicle;
- g. books of account, abstracts, drawings, card index systems and other records;
- h. money, bank notes, bullion, gold, goldware, silver, silverware, pewterware, platinum, coins and medals;
- i. **business** property;

SECTION I - COVERAGES D, E, F (cont.)

- j. securities, checks, cashier's checks, traveler's checks, money orders and other negotiable instruments, accounts, deeds, evidences of debt, letters of credit, notes other than bank notes, manuscripts, passports and tickets and stamps;
- k. jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones;
- l. watercraft of all types, including their furnishings, equipment and outboard motors;
- m. trailers and campers designed to be pulled by or carried on a vehicle;
- n. firearms;
- o. electronic data processing system equipment and the recording or storage media used with that equipment; or
- p. farm personal property.

14. **Rental Value.** If a Loss Insured makes the additional farm dwelling shown on the Coverage F Schedule in the **Declarations** uninhabitable, we cover the fair rental value of that part of the additional farm dwelling rented to others or held for rental by you.

Payment will be for the shortest time required to repair or replace the part of the premises rented or held for rental, but not exceeding 12 consecutive months from the date of loss. This period of time is not limited by expiration of this policy.

Fair rental value does not include any expense that does not continue while that part of the additional farm dwelling rented or held for rental is uninhabitable.

15. **Building Materials and Supplies.** We cover materials and supplies:
- a. intended for use in the construction, alteration or repair of a building or structure insured under Coverage F; and
 - b. located at the site of the construction, alteration or repair on an **insured location**.

16. **Collapse.** We insure for accidental direct physical loss to covered property involving the sudden, entire collapse of a building or any part of a building only when the covered property is insured for Accidental Direct Physical Loss (A.D.P.L.) as shown on the schedule in the **Declarations**.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- a. perils described in **SECTION I - LOSSES INSURED - COVERAGES D, E, F - SPECIFIED PERILS**. These perils apply to covered building and personal property for loss insured by this Additional Coverage;
- b. hidden decay of a supporting or weight-bearing structural member of the building;
- c. hidden insect or vermin damage to a structural member of the building;
- d. weight of contents, equipment, animals or people;
- e. weight of ice, snow, sleet or rain which collects on a roof; or
- f. use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of construction of the building.

Loss to an awning, fence, patio, pavement, swimming pool, underground pipe, flue, drain, cesspool, septic tank, foundation, retaining wall, bulkhead, pier, wharf or dock is not included under items b., c., d., e. and f. unless the loss is the direct and immediate cause of the collapse of the building.

This coverage does not increase the limit applying to the damaged property.

INFLATION COVERAGE - COVERAGE F

The coverage limits shown on the Coverage F Schedule in the **Declarations** for Farm Buildings and Structures will be increased at the same rate as the increase in the Inflation Coverage Index shown in the **Declarations**.

To find the limits on a given date:

1. divide the Index on that date by the Index as of the effective date of this Inflation Coverage provision; then
2. multiply the resulting factor by the coverage limit for each Coverage F building or structure separately.

SECTION I - COVERAGES D, E, F (cont.)

The coverage limits will not be reduced to less than the amounts shown on the Coverage F Schedule.

If during the term of this policy a Coverage F coverage limit is changed at your request, the effective date of this Inflation Coverage provision is changed to coincide with the effective date of such change.

SECTION I - LOSSES INSURED - COVERAGES D, E, F

COVERAGE D - SCHEDULED FARM PERSONAL PROPERTY COVERAGE E - UNSCHEDULED FARM PERSONAL PROPERTY COVERAGE F - FARM BUILDINGS AND STRUCTURES

We insure property under Coverages D, E, and F for either Accidental Direct Physical Loss (A.D.P.L.) or Specified Perils. Refer to the Losses Insured column in the **Declarations** to determine which applies. Only the Losses Insured shown in the **Declarations** apply. We will settle covered property losses according to the following:

LOSSES INSURED

1. ACCIDENTAL DIRECT PHYSICAL LOSS.

We insure for accidental direct physical loss to property described in the **Declarations** under Coverages D, E, and F, except as provided in **SECTION I - LOSSES NOT INSURED - COVERAGES D, E, F**. Accidental Direct Physical Loss is shown in the **Declarations** as A.D.P.L.

2. SPECIFIED PERILS.

We insure for accidental direct physical loss to property described in the **Declarations** under Coverages D, E, and F caused by the following perils, except as provided in **SECTION I - LOSSES NOT INSURED - COVERAGES D, E, F**:

- a. **Fire or lightning.**
- b. **Windstorm or hail.** This peril does not include loss to property contained in a building caused by rain, snow, sleet, sand or dust. This limitation does not apply when the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

In addition, this peril does not include loss:

- (1) to crops in the open (standing or otherwise); or

- (2) to hay, straw, bedding and fodder while outside buildings.

- c. **Explosion.**
- d. **Riot or civil commotion.**
- e. **Aircraft**, including self-propelled missiles and spacecraft.
- f. **Vehicles**, meaning impact by a vehicle.

This peril does not include loss caused by vehicles owned or operated by an insured, a farm employee or a resident of the insured location.

- g. **Smoke**, meaning sudden and accidental damage from smoke.

We do not cover loss caused by smoke from agricultural smudging or industrial operations.

- h. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.

- i. **Theft**, including attempted theft.

- j. **Collapse**, meaning accidental direct physical loss to covered farm personal property caused by the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- (1) perils described in **SECTION I - LOSSES INSURED - COVERAGES D, E, F - SPECIFIED PERILS**;

**SECTION I -
LOSSES INSURED -
COVERAGES D, E, F (cont.)**

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|---|--|
| <p>(2) hidden decay of a supporting or weight-bearing structural member of the building;</p> <p>(3) hidden insect or vermin damage to a structural member of the building;</p> <p>(4) weight of contents, equipment, animals or people;</p> <p>(5) weight of ice, snow, sleet or rain which collects on a roof; or</p> <p>(6) use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of construction of the building.</p> <p>k. Collision, meaning accidental direct physical loss to covered farm personal property caused by collision of vehicles or farm equipment with another object or by upset or overturn of vehicles or farm equipment.</p> <p>This peril does not include loss:</p> <p>(1) caused by collapse of a building or structure;</p> | <p>(2) caused by contact between a tractor and farm equipment while hitching or unhitching;</p> <p>(3) caused by objects taken into farm equipment;</p> <p>(4) caused by contact of farm equipment with the road or ground except as a result of upset or overturn; or</p> <p>(5) to tires or tubes unless loss occurs at the same time an insured loss occurs to other farm equipment.</p> <p>l. Electrocution of livestock.</p> <p>m. Attack of livestock by wild animals or dogs. This peril does not include loss to sheep.</p> <p>n. Accidental shooting of livestock. This peril does not include shooting of livestock by an insured, a farm employee or a resident of the insured location.</p> <p>o. Accidental drowning of livestock. This peril does not include loss to swine under 30 days old.</p> |
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**SECTION I -
LOSSES NOT INSURED -
COVERAGES D, E, F**

- | | |
|---|---|
| <p>1. We do not insure for any loss to the property described in Coverages D, E, or F which consists of, or is directly and immediately caused by, one or more of the perils listed in items a. through u. below, regardless of whether the loss occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:</p> <p>a. collapse, except as specifically provided in SECTION I - ADDITIONAL COVERAGES - COVERAGES D, E, F, Collapse, and SECTION I - LOSSES INSURED - COVERAGES D, E, F - SPECIFIED PERILS;</p> <p>b. freezing of a plumbing, heating, air conditioning or automatic fire protective sprinkler system, or of a household appliance, or by discharge, leakage or overflow from within the system or appliance caused by freezing. This exclusion only applies while the building is vacant, unoccupied</p> | <p>or being constructed. This exclusion does not apply if you have used reasonable care to:</p> <p>(1) maintain heat in the building; or</p> <p>(2) shut off the water supply and drain the system and appliances of water;</p> <p>c. freezing, thawing, pressure or weight of water or ice, whether driven by wind or not, to a swimming pool, hot tub or spa, including their filtration and circulation systems, fence, pavement, patio, foundation, retaining wall, bulkhead, pier, wharf or dock;</p> <p>d. theft in or to a building under construction, or of materials and supplies for use in the construction, until the building is completed and occupied;</p> <p>e. vandalism or malicious mischief or breakage of glass and safety glazing materials if the building has been vacant for more than 30 consecutive</p> |
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**SECTION I -
LOSSES NOT INSURED -
COVERAGES D, E, F (cont.)**

days immediately before the loss. A building being constructed is not considered vacant;

- f. continuous or repeated seepage or leakage of water or steam from a:
 - (1) heating, air conditioning or automatic fire protective sprinkler system;
 - (2) household appliance; or
 - (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time. If loss to covered property is caused by water or steam not otherwise excluded, we will cover the cost of tearing out and replacing any part of the building necessary to repair the system or appliance. We do not cover loss to the system or appliance from which the water or steam escaped;

- g. wear, tear, marring, scratching, deterioration, inherent vice, latent defect or mechanical breakdown;
- h. corrosion, electrolysis or rust;
- i. mold, fungus or wet or dry rot;
- j. contamination;
- k. smog, smoke from agricultural smudging or industrial operations;
- l. settling, cracking, shrinking, bulging, or expansion of pavements, patios, foundation, walls, floors, roofs or ceilings;
- m. birds, vermin, rodents, insects, or domestic animals. We do cover the breakage of glass or safety glazing material which is a part of a building, when caused by birds, vermin, rodents, insects or domestic animals;
- n. dishonest or criminal act by an insured or an insured's partner, employee, director or trustee;
- o. voluntary parting with property by an insured if induced to do so by a fraudulent scheme or false pretense;

p. unexplained or mysterious disappearance of property, shortage of property disclosed on taking inventory, or escape;

q. freezing, thawing, change of temperature, dampness or dryness of atmosphere;

r. shifting of load, rough handling or poor packing;

s. delay, loss of use or loss of market;

t. loss to **livestock** or poultry does not include loss caused by:

(1) suffocation;

(2) fright; or

(3) running into streams, ditches, fences, trees, or other objects; or

u. pressure from or presence of tree, shrub or plant roots.

However, we do insure for any resulting loss from items a. through t. unless the resulting loss is itself a Loss Not Insured by this Section.

- 2. We do not insure under any coverage for any loss which would not have occurred in the absence of one or more of the following excluded events. We do not insure for such loss regardless of: (a) the cause of the excluded event; or (b) other causes of the loss; or (c) whether other causes acted concurrently or in any sequence with the excluded event to produce the loss; or (d) whether the event occurs suddenly or gradually, involves isolated or widespread damage, arises from natural or external forces, or occurs as a result of any combination of these:

a. **Ordinance or Law**, meaning enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

b. **Earth Movement**, meaning the sinking, rising, shifting, expanding or contracting of earth, all whether combined with water or not. Earth movement includes but is not limited to earthquake, landslide, mudflow, mudslide, sinkhole, subsidence, erosion or movement resulting from improper compaction, site selection or any other external forces. Earth movement also includes volcanic explosion or lava flow, except as specifically provided in **SECTION I - ADDITIONAL COVERAGES D, E, F, Volcanic Action**.

**SECTION I -
LOSSES NOT INSURED -
COVERAGES D, E, F (cont.)**

However, we do insure for any direct loss by fire resulting from earth movement, provided the resulting fire loss is itself a Loss Insured.

c. Water Damage, meaning:

- (1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether driven by wind or not;
- (2) water or sewage from outside the plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or
- (3) water below the surface of the ground, including water which exerts pressure on, or seeps or leaks through a building, sidewalk, driveway, foundation, swimming pool or other structure.

However, we do insure for any direct loss by fire, explosion or theft resulting from water damage, provided the resulting loss is itself a Loss Insured.

- d. Neglect**, meaning neglect of the insured to use all reasonable means to save and preserve property at and after the time of a loss, or when property is endangered.
- e. War**, including any undeclared war, civil war, insurrection, rebellion, revolution, warlike act by a military force or military personnel, destruction or seizure or use for a military purpose, and including any consequence of any of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental.
- f. Nuclear Hazard**, meaning any nuclear reaction, radiation, or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these. Loss caused by the nuclear hazard shall not be considered loss caused by fire, explosion or smoke.

However, we do insure for any direct loss by fire resulting from the nuclear hazard, provided the resulting fire loss is itself a Loss Insured.

- g. Fire** to a building caused by any brooder, heating stove or portable heating device used for poultry and contained in the building.

- h. Fire** to a building caused by "tobacco firing", while tobacco is being "fired" and for five days thereafter, when an open fire is used for curing or drying tobacco unless specific permission is given in this policy for the firing.

- 3.** We do not insure under any coverage for any loss consisting of one or more of the items below. Further, we do not insure for loss described in paragraphs 1. and 2. immediately above regardless of whether one or more of the following: (a) directly or indirectly cause, contribute to or aggravate the loss; or (b) occur before, at the same time, or after the loss or any other cause of the loss:

- a.** conduct, act, failure to act, or decision of any person, group, organization or governmental body whether intentional, wrongful, negligent, or without fault;
- b.** defect, weakness, inadequacy, fault or unsoundness in:

- (1) planning, zoning, development, surveying, siting;
- (2) design, specifications, workmanship, construction, grading, compaction;
- (3) materials used in construction or repair; or
- (4) maintenance;

of any property (including land, structures, or improvements of any kind) whether on or off the insured location; or

- c.** weather conditions.

However, we do insure for any resulting loss from items a., b. and c. unless the resulting loss is itself a Loss Not Insured by this Section.

**SECTION I -
LOSS SETTLEMENT -
COVERAGES D, E, F**

Only the Loss Settlement provisions shown in the Declarations apply. We will settle covered property losses according to the following.

**COVERAGE F -
FARM BUILDINGS
AND STRUCTURES**

**F1 - Replacement Cost Loss Settlement -
Common Construction.**

We will pay the cost to repair or replace with common construction and for the same use on the premises shown in the Declarations, the damaged part of the property covered under **SECTION I - COVERAGES D, E, F, COVERAGE F - FARM BUILDINGS AND STRUCTURES**, subject to the following:

1. we will pay only for repair or replacement of the damaged part of the property with common construction techniques and materials commonly used by the building trades in standard new construction. We will not pay the cost to repair or replace obsolete, antique or custom construction with like kind and quality;
2. until actual repair or replacement is completed, we will pay only the actual cash value at the time of the loss of the damaged part of the property, up to the applicable coverage limit shown in the Declarations, not to exceed the cost to repair or replace the damaged part of the property as described in 1. above;
3. when the repair or replacement is actually completed as described in 1. above, we will pay the covered additional amount you actually and necessarily spend to repair or replace the damaged part of the property, or an amount up to the applicable coverage limit shown in the Declarations, whichever is less;
4. to receive any additional payments on a replacement cost basis, you must complete the actual repair or replacement of the damaged part of the property within two years after the date of loss, and notify us within 30 days after the work has been completed; and
5. we will not pay for increased costs resulting from enforcement of any ordinance or law regulating the construction, repair or demolition of a building or other structure.

**COVERAGE D - SCHEDULED FARM
PERSONAL PROPERTY
COVERAGE E - UNSCHEDULED FARM
PERSONAL PROPERTY
COVERAGE F - FARM BUILDINGS AND STRUCTURES**

F2 - Actual Cash Value Loss Settlement.

1. We will pay the actual cash value at the time of loss for property covered under **SECTION I - COVERAGES D, E, F**, except for property listed in item 2. below.
2. We will pay market value at the time of loss for:
 - a. antiques, fine arts, paintings, statuary and similar articles which by their inherent nature cannot be replaced with new articles;
 - b. articles whose age or history contribute substantially to their value including, but not limited to, memorabilia, souvenirs and collectors items; and
 - c. property not useful for its intended purpose.

However, we will not pay an amount exceeding the smallest of the following for items 1. and 2. above:

- a. our cost to replace at the time of loss;
- b. the full cost of repair;
- c. any special coverage limit described in the policy;
- d. any applicable Coverage D, E, or F coverage limit; or
- e. the amount determined by applying coinsurance. Coinsurance applies to certain property insured under Coverage D and all property insured under Coverage E.

Our coverage limit for commodities and items grouped by category under Coverage D - Scheduled Farm Personal Property, is determined this way: The Coverage D limit for commodities and items grouped by category shown in the Declarations is divided by 80% of the total actual cash value of all of that commodity or category of property covered at the time of loss. This figure is multiplied by the amount of the loss. "Items grouped by category" means two or more items insured for one coverage limit.

**SECTION I -
LOSS SETTLEMENT -
COVERAGES D, E, F (cont.)**

Our coverage limit for unscheduled farm personal property insured under Coverage E is determined this way: The Coverage E limit shown in the **Declarations** is divided by 80% of the total

actual cash value of all property covered under Coverage E at the time of loss. This figure is multiplied by the amount of the loss.

**SECTION I -
CONDITIONS**

1. **Insurable Interest and Coverage Limit.** Even if more than one person has an insurable interest in the property covered, we shall not be liable:
 - a. to the **insured** for an amount greater than the **insured's** interest; or
 - b. for more than the applicable coverage limit.
2. **Your Duties After Loss.** After a loss to which this insurance may apply, you shall see that the following duties are performed:
 - a. give immediate notice to us or our agent. Also notify the police if the loss is caused by theft. Also notify the credit card company or bank if the loss involves a credit card or bank fund transfer card;
 - b. protect the property from further damage or loss, make reasonable and necessary temporary repairs required to protect the property, keep an accurate record of repair expenditures;
 - c. prepare an inventory of damaged or stolen personal property. Show in detail the quantity, description, age, replacement cost and amount of loss. Attach to the inventory all bills, receipts and related documents that substantiate the figures in the inventory;
 - d. as often as we reasonably require:
 - (1) exhibit the damaged property;
 - (2) provide us with records and documents we request and permit us to make copies;
 - (3) submit to and subscribe, while not in the presence of any other **insured**:
 - (a) statements; and
 - (b) examinations under oath; and
 - (4) produce employees, members of the **insured's** household or others for examination under oath to the extent it is within the **insured's** power to do so; and
 - e. submit to us, within 60 days after the loss, your signed, sworn proof of loss which sets forth, to the best of your knowledge and belief:
 - (1) the time and cause of loss;
 - (2) interest of the **insured** and all others in the property involved and all encumbrances on the property;
 - (3) other insurance which may cover the loss;
 - (4) changes in title or occupancy of the property during the term of this policy;
 - (5) specifications of any damaged building and detailed estimates for repair of the damage;
 - (6) an inventory of damaged or stolen personal property described in 2.c.;
 - (7) receipts for additional living expenses incurred and records supporting the fair rental value loss; and
 - (8) evidence or affidavit supporting a claim under the Credit Card, Bank Fund Transfer Card, Forgery and Counterfeit Money coverage, stating the amount and cause of loss.
3. **Loss to a Pair or Set.** In case of loss to a pair or set, we may elect to:
 - a. repair or replace any part to restore the pair or set to its value before the loss; or
 - b. pay the difference between the depreciated value of the property before and after the loss.
4. **Glass Replacement.** Loss or damage to glass caused by a Loss Insured shall be settled on the basis of replacement with safety glazing materials when required by ordinance or law.

SECTION I - CONDITIONS (cont.)

5. **Appraisal.** If you and we fail to agree on the amount of loss, either one can demand that the amount of the loss be set by appraisal. If either makes a written demand for appraisal, each shall select a competent, disinterested appraiser. Each shall notify the other of the appraiser's identity within 20 days of receipt of the written demand.

The two appraisers shall then select a competent, impartial umpire. If the two appraisers are unable to agree upon an umpire within 15 days, you or we can ask a judge of a court of record in the state where the residence premises is located to select an umpire.

The appraisers shall then set the amount of the loss. If the appraisers submit a written report of an agreement to us, the amount agreed upon shall be the amount of the loss. If the appraisers fail to agree within a reasonable time, they shall submit their differences to the umpire. Written agreement signed by any two of these three shall set the amount of the loss.

Each appraiser shall be paid by the party selecting that appraiser. Other expenses of the appraisal and the compensation of the umpire shall be paid equally by you and us.
6. **Other Insurance.** If a loss covered by this policy is also covered by other insurance, we will pay only our share of the loss. Our share is the proportion of the loss that the applicable limit under this policy bears to the total amount of insurance covering the loss.
7. **Suit Against Us.** No action shall be brought unless there has been compliance with the policy provisions. The action must be started within one year after the date of loss or damage.
8. **Our Option.** We may repair or replace any part of the property damaged or stolen with similar property. Any property we pay for or replace becomes our property.
9. **Loss Payment.** We will adjust all losses with you. We will pay you unless some other person is named in the policy or is legally entitled to receive payment. Loss will be payable 60 days after we receive your proof of loss and:
 - a. reach agreement with you;
 - b. there is an entry of a final judgment; or
 - c. there is a filing of an appraisal award with us.
10. **Abandonment of Property.** We need not accept any property abandoned by an insured.
11. **Mortgage Clause.** The word "mortgagee" includes trustee.
 - a. If a mortgagee is named in this policy, any loss payable under Coverage A or Coverage F shall be paid to the mortgagee and you, as interests appear. If more than one mortgagee is named, the order of payment shall be the same as the order of precedence of the mortgages.
 - b. If we deny your claim, that denial shall not apply to a valid claim of the mortgagee, if the mortgagee:
 - (1) notifies us of any change in ownership, occupancy or substantial change in risk of which the mortgagee is aware;
 - (2) pays on demand any premium due under this policy, if you have not paid the premium; and
 - (3) submits a signed, sworn statement of loss within 60 days after receiving notice from us of your failure to do so. Policy conditions relating to Appraisal, Suit Against Us and Loss Payment apply to the mortgagee.
 - c. If this policy is cancelled by us, the mortgagee shall be notified at least 10 days before the date cancellation takes effect. Proof of mailing shall be proof of notice.
 - d. If we pay the mortgagee for any loss and deny payment to you:
 - (1) we are subrogated to all the rights of the mortgagee granted under the mortgage on the property; or
 - (2) at our option, we may pay to the mortgagee the whole principal on the mortgage plus any accrued interest. In this event, we shall receive a full assignment and transfer of the mortgage and all securities held as collateral to the mortgage debt.
 - e. Subrogation shall not impair the right of the mortgagee to recover the full amount of the mortgagee's claim.
12. **No Benefit to Bailee.** We will not recognize an assignment or grant coverage for the benefit of a person or organization holding, storing or transporting property for a fee. This applies regardless of any other provision of this policy.

SECTION I CONDITIONS (cont.)

13. **Intentional Acts.** If you or any person insured under this policy causes or procures a loss to property covered under this policy for the purpose of obtaining

insurance benefits, then this policy is void and we will not pay you or any other **insured** for this loss.

SECTION II - LIABILITY COVERAGES

COVERAGE L - FARM LIABILITY

If a claim is made or a suit is brought against an **insured** for damages because of **bodily injury** or **property damage** to which this coverage applies, caused by an **occurrence**, we will:

1. pay up to our limit of liability for the damages for which the **insured** is legally liable; and
2. provide a defense at our expense by counsel of our choice. We may make any investigation and settle any claim or suit that we decide is appropriate. Our obligation to defend any claim or suit ends when the amount we pay for damages, to effect settlement or satisfy a judgment resulting from the **occurrence**, equals our limit of liability.

The total limit of the Company's liability for all **occurrences** in any one policy year shall not exceed the annual aggregate limit shown in the **Declarations** for Coverage L - Farm Liability.

COVERAGE M - MEDICAL PAYMENTS TO OTHERS

We will pay the necessary medical expenses incurred or medically ascertained within three years from the date of an

accident causing **bodily injury**. Medical expenses means reasonable charges for medical, surgical, x-ray, dental, ambulance, hospital, professional nursing, prosthetic devices and funeral services. This coverage applies only:

1. to a person on the **insured location** with the permission of an **insured**;
2. to a person off the **insured location**, if the **bodily injury**:
 - a. arises out of a condition on the **insured location** or the ways immediately adjoining;
 - b. is caused by the activities of an **insured**;
 - c. is caused by a **farm employee** or **residence employee** in the course of the **farm employee's** or **residence employee's** employment by an **insured**; or
 - d. is caused by an animal owned by or in the care of an **insured**; or
3. to a **residence employee** if the **occurrence** causing **bodily injury** occurs off the **insured location** and arises out of or in the course of the **residence employee's** employment by an **insured**.

SECTION II - ADDITIONAL COVERAGES

We cover the following in addition to the limits of liability:

1. **Claim Expenses.** We pay:

- a. expenses we incur and costs taxed against an **insured** in suits we defend;
- b. premiums on bonds required in suits we defend, but not for bond amounts greater than the Coverage L limit. We are not obligated to apply for or furnish any bond;

- c. reasonable expenses an **insured** incurs at our request. This includes actual loss of earnings (but not loss of other income) up to \$100 per day for aiding us in the investigation or defense of claims or suits;
- d. prejudgment interest awarded against the **insured** on that part of the judgment we pay; and
- e. interest on the entire judgment which accrues after entry of the judgment and before we pay or tender, or deposit in court that part of the judgment.

SECTION II - ADDITIONAL COVERAGES (cont.)

- ment which does not exceed the limit of liability that applies.
2. **First Aid Expenses.** We will pay expenses for first aid to others incurred by an **insured** for **bodily injury** covered under this policy. We will not pay for first aid to you or any other **insured**.
3. **Damage to Property of Others.**
- a. We will pay for **property damage** to property of others caused by an **insured**.
 - b. We will not pay more than the smallest of the following amounts:
 - (1) replacement cost at the time of loss;
 - (2) full cost of repair; or
 - (3) \$500 in any one **occurrence**.
 - c. We will not pay for **property damage**:
 - (1) if insurance is otherwise provided in this policy;
 - (2) caused intentionally by an **insured** who is 13 years of age or older;
 - (3) to property, other than a rented golf cart, owned by or rented to an **insured**, a tenant of an **insured**, or a resident in your household; or
 - (4) arising out of:
 - (a) **business** pursuits;
 - (b) any act or omission in connection with a premises an **insured** owns, rents or controls, other than the **insured location**; or
- (c) the ownership, maintenance, or use of a **motor vehicle**, aircraft, or watercraft, including airboat, air cushion, personal watercraft, sail board or similar type watercraft.
4. **Chemical Drift Liability.**
- a. We will pay those sums that the **insured** becomes legally obligated to pay as the result of **property damage** to crops or animals if:
 - (1) the damage was caused by the chemicals, liquids or gases that the **insured** uses in normal and usual agricultural operations. These chemicals, liquids or gases must be emitted into the air by discharge, dispersal, release or escape from the **insured location**; and
 - (2) the chemicals, liquids or gases entered into the air by some means other than discharge, dispersal, release or escape from aircraft.
 - b. The total limit of our liability in any one year is \$25,000. This aggregate limit is the most we will pay for this coverage regardless of the number of:
 - (1) **occurrences**;
 - (2) **insureds**;
 - (3) claims made or suits brought; or
 - (4) persons or organizations making claims or bringing suit.

SECTION II - EXCLUSIONS

1. **Coverage L - Farm Liability and Coverage M - Medical Payments to Others** do not apply to:
 - a. **bodily injury** or **property damage**:
 - (1) which is either expected or intended by the **insured**; or
 - (2) which is the result of willful and malicious acts of the **insured**;

SECTION II - EXCLUSIONS (cont.)

- b. **bodily injury or property damage** arising out of **business** pursuits of any **insured** or the rental or holding for rental of any part of any premises by any **insured**. This exclusion does not apply:
- (1) to activities which are ordinarily incidental to non-**business** pursuits;
 - (2) with respect to Coverage L to the occasional or part-time **business** pursuits of an **insured** who is under 19 years of age;
 - (3) to the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for the exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an office, school, studio or private garage;
 - (4) when the dwelling on the **residence premises** is a two, three or four-family dwelling and you occupy one part and rent or hold for rental the other part;
 - (5) to farming, including the operation of roadside stands maintained principally for the sale of an **insured's** farm products;
 - (6) to an additional farm dwelling on an **insured location**; or
 - (7) to that farm land rented to or by an **insured** and used solely for farming;
- c. **bodily injury or property damage** arising out of the rendering or failing to render professional services;
- d. **bodily injury or property damage** arising out of any premises currently owned or rented to any **insured** which is not an **insured location**. This exclusion does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**;
- e. **bodily injury or property damage** arising out of the ownership, maintenance, use, loading or unloading of:
- (1) an aircraft;
 - (2) a **motor vehicle** owned or operated by or rented or loaned to any **insured**; or
 - (3) a watercraft:
 - (a) owned by or rented to any **insured** if it has inboard or inboard-outdrive motor power of more than 50 horsepower;
 - (b) owned by or rented to any **insured** if it is a sailing vessel, with or without auxiliary power, 26 feet or more in overall length;
 - (c) powered by one or more outboard motors with more than 25 total horsepower owned by any **insured**;
 - (d) designated as an airboat, air cushion, or similar type of craft; or
 - (e) owned by any **insured** which is a personal watercraft using a water jet pump powered by an internal combustion engine as the primary source of propulsion.
- Exclusion e. does not apply to **bodily injury** to a **residence employee** arising out of and in the course of the **residence employee's** employment by an **insured**.
- Exclusion e.(2) does not apply to **bodily injury** or **property damage** arising out of the use of any **non-owned auto** by any person other than you.
- Exclusion e.(3) does not apply while the watercraft is on the **residence premises**;
- f. **bodily injury or property damage** arising out of:
- (1) the entrustment by any **insured** to any person;
 - (2) the supervision by any **insured** of any person;
 - (3) any liability statutorily imposed on any **insured**; or
 - (4) any liability assumed through an unwritten or written agreement by any **insured**;

SECTION II - EXCLUSIONS (cont.)

with regard to the ownership, maintenance or use of any aircraft, watercraft, or motor vehicle which is not covered under Section II of this policy;

- g. **bodily injury or property damage** caused directly or indirectly by war, including undeclared war, or any warlike act including destruction or seizure or use for a military purpose, or any consequence of these. Discharge of a nuclear weapon shall be deemed a warlike act even if accidental;

- h. (1) **bodily injury or property damage** arising out of the actual, alleged or threatened discharge, seepage, migration, dispersal, spill, release or escape of **pollutants**:

(a) at or from any premises, site or location which is or was at any time owned or occupied by, or rented or loaned to, any **insured**;

(b) at or from any premises, site or location which is or was at any time used by or for any **insured** or others for the handling, storage, disposal, processing or treatment of waste;

(c) which are or were at any time transported, handled, stored, treated, disposed of, or processed as waste by or for any **insured** or any person or organization for whom you may be legally responsible; or

(d) at or from any premises, site or location on which any **insured** or any contractor or subcontractor working directly or indirectly on behalf of any **insured** is performing operations:

i. if the **pollutants** are brought on or to the premises, site or location in connection with such operations by such **insured**, contractor or subcontractor; or

ii. if the operations are to test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **pollutants**.

Items (1)(a) and (1)(d)i. of this exclusion do not apply to **bodily injury or property damage** caused by heat, smoke or fumes from a hostile fire or by poisoning or asphyxiation due to fumes

which escape from a furnace or flue. As used in this exclusion, a hostile fire means one which becomes uncontrollable or breaks out from where it was intended to be.

Items (1)(a) and (1)(c) of this exclusion do not apply to **bodily injury or property damage** arising out of contamination of agricultural products produced from the **insured's** crops or animals grown or raised on an **insured location**;

(2) loss, cost or expense arising out of any:

(a) request, demand or order that any **insured** or others test for, monitor, clean up, remove, contain, treat, detoxify or neutralize or in any way respond to or assess the effects of **pollutants**; or

(b) claim or suit by or on behalf of a governmental authority for damages because of testing for, monitoring, cleaning up, removing, containing, treating, detoxifying or neutralizing, or in any way responding to or assessing the effects of **pollutants**;

- i. **bodily injury** to you or any **insured** within the meaning of part a. or b. of the definition of **insured**.

This exclusion also applies to any claim made or suit brought against you or any **insured** to share damages with or repay someone else who may be obligated to pay damages because of the **bodily injury** sustained by you or any **insured** within the meaning of part a. or b. of the definition of **insured**;

- j. **bodily injury** to a farm employee arising out of and in the course of employment by an **insured**;

- k. any claim made or suit brought against any **insured** by:

- (1) any person who is in the care of any **insured** because of child care services provided by or at the direction of:

(a) any **insured**;

(b) any employee of any **insured**; or

**SECTION II -
EXCLUSIONS (cont.)**

- (c) any other person actually or apparently acting on behalf of any **insured**; or
 - (2) any person who makes a claim because of **bodily injury** to any person who is in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or
 - (c) any other person actually or apparently acting on behalf of any **insured**.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** who is under 19 years of age;
 - l. **bodily injury** or **property damage** arising out of an **insured's** participation in, or preparation or practice for any prearranged or organized race, speed or demolition contest, or similar competition involving a motorized land vehicle or motorized watercraft. This exclusion does not apply to a sailing vessel less than 26 feet in overall length with or without auxiliary power; or
 - m. **bodily injury** or **property damage** arising out of any substance released or discharged from an aircraft.
2. **Coverage L - Farm Liability** does not apply to:
- a. liability:
 - (1) for your share of any loss assessment charged against all members of an association of property owners; or
 - (2) assumed under any unwritten contract or agreement, or by contract or agreement in connection with a **business** of the **insured**;
 - b. **property damage** to property currently owned by any **insured**;
 - c. **property damage** to property rented to, occupied or used by or in the care of any **insured**. This exclusion does not apply to **property damage** caused by fire, smoke or explosion;
 - d. **bodily injury** to a person eligible to receive any benefits required to be provided or voluntarily provided by an **insured** under a workers' compensation, non-occupational disability, or occupational disease law;
 - e. **bodily injury** or **property damage** for which an **insured** under this policy is also an **insured** under a nuclear energy liability policy or would be an **insured** but for its termination upon exhaustion of its limit of liability. A nuclear energy liability policy is a policy issued by Nuclear Energy Liability Insurance Association, Mutual Atomic Energy Liability Underwriters, Nuclear Insurance Association of Canada, or any of their successors; or
 - f. **property damage** to products manufactured, sold, handled or distributed by an **insured** or work performed by or for an **insured**, arising out of such products or work or any part thereof.
3. **Coverage M - Medical Payments to Others** does not apply to **bodily injury**:
- a. to a **residence employee** if it occurs off the **insured location** and does not arise out of or in the course of the **residence employee's** employment by an **insured**;
 - b. to a person eligible to receive any benefits required to be provided or voluntarily provided under any workers' compensation, non-occupational disability or occupational disease law;
 - c. from nuclear reaction, radiation or radioactive contamination, all whether controlled or uncontrolled or however caused, or any consequence of any of these;
 - d. to a person regularly residing on any part of the **insured location** other than a **residence employee**;
 - e. to a person while on the **insured location** because a **business** is conducted or professional services are rendered thereon; or
 - f. to a person engaged in work incidental to the maintenance or use of the **insured location** as a farm. This exclusion does not apply to:
 - (1) a **residence employee**; or
 - (2) any person, while on the **insured location**, engaged in a neighborly exchange of assistance for which an **insured** is not obligated to pay any money.

**SECTION II -
CONDITIONS**

1. **Limit of Liability.** The Coverage L limit is shown in the **Declarations**. This is our limit for all damages from each **occurrence** regardless of the number of **insureds**, claims made or persons injured.

The Coverage M limit is shown in the **Declarations**. This is our limit for all medical expense for **bodily injury** to one person as the result of one accident.
2. **Severability of Insurance.** This insurance applies separately to each **insured**. This condition shall not increase our limit of liability for any one **occurrence**.
3. **Duties After Loss.** In case of an accident or **occurrence**, the **insured** shall perform the following duties that apply. You shall cooperate with us in seeing that these duties are performed:
 - a. give written notice to us or our agent as soon as practicable, which sets forth:
 - (1) the identity of this policy and **insured**;
 - (2) reasonably available information on the time, place and circumstances of the accident or **occurrence**; and
 - (3) names and addresses of any claimants and available witnesses;
 - b. immediately forward to us every notice, demand, summons or other process relating to the accident or **occurrence**;
 - c. at our request, assist in:
 - (1) making settlement;
 - (2) the enforcement of any right of contribution or indemnity against a person or organization who may be liable to an **insured**;
 - (3) the conduct of suits and attend hearings and trials; and
 - (4) securing and giving evidence and obtaining the attendance of witnesses;
 - d. under the coverage - **Damage to Property of Others**, exhibit the damaged property if within the **insured's** control; and
 - e. the **insured** shall not, except at the **insured's** own cost, voluntarily make payments, assume obligations or incur expenses. This does not apply to expense for first aid to others at the time of the **bodily injury**.
4. **Duties of an Injured Person - Coverage M.** The injured person, or, when appropriate, someone acting on behalf of the injured person, shall:
 - a. give us written proof of claim, under oath if required, as soon as practicable;
 - b. execute authorization to allow us to obtain copies of medical reports and records; and
 - c. submit to physical examination by a physician selected by us when and as often as we reasonably require.
5. **Payment of Claim - Coverage M.** Payment under this coverage is not an admission of liability by an **insured** or us.
6. **Suit Against Us.** No action shall be brought against us unless there has been compliance with the policy provisions.

No one shall have the right to join us as a party to any action against an **insured**. Further, no action with respect to Coverage L shall be brought against us until the obligation of the **insured** has been determined by final judgment or agreement signed by us.
7. **Bankruptcy of an Insured.** Bankruptcy or insolvency of an **insured** shall not relieve us of any of our obligations under this policy.
8. **Other Insurance - Coverage L.** This insurance is excess over any other valid and collectible insurance except insurance written specifically to cover as excess over the limits of liability that apply in this policy.

SECTION I AND SECTION II - CONDITIONS

1. **Policy Period.** This policy applies only to loss under Section I or **bodily injury or property damage** under Section II which occurs during the period this policy is in effect.
 2. **Concealment or Fraud.** This policy is void as to you and any other **insured**, if you or any other **insured** under this policy has intentionally concealed or misrepresented any material fact or circumstance relating to this insurance, whether before or after a loss.
 3. **Liberalization Clause.** If we adopt any revision which would broaden coverage under this policy without additional premium, within 60 days prior to or during the period this policy is in effect, the broadened coverage will immediately apply to this policy.
 4. **Waiver or Change of Policy Provisions.** A waiver or change of any provision of this policy must be in writing by us to be valid. Our request for an appraisal or examination shall not waive any of our rights.
 5. **Cancellation.**
 - a. You may cancel this policy at any time by notifying us in writing of the date cancellation is to take effect. We may waive the requirement that the notice be in writing by confirming the date and time of cancellation to you in writing.
 - b. We may cancel this policy only for the reasons stated in this condition. We will notify you in writing of the date cancellation takes effect. This cancellation notice may be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. Proof of mailing shall be sufficient proof of notice:
 - (1) When you have not paid the premium, we may cancel at any time by notifying you at least 10 days before the date cancellation takes effect. This condition applies whether the premium is payable to us or our agent or under any finance or credit plan.
 - (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may cancel by notifying you at least 10 days before the date cancellation takes effect.
 - (3) When this policy has been in effect for 60 days or more, or at any time if it is a renewal with us, we may cancel:
 - (a) if there has been a material misrepresentation of fact which, if known to us, would have caused us not to issue this policy; or
 - (b) if the risk has changed substantially since the policy was issued.

We may cancel this policy by notifying you at least 30 days before the date cancellation takes effect.

 - (4) When this policy is written for a period longer than one year, we may cancel for any reason at anniversary. We may cancel by notifying you at least 30 days before the date cancellation takes effect.
 - c. When this policy is cancelled, the premium for the period from the date of cancellation to the expiration date will be refunded. When you request cancellation, the return premium will be based on our rules for such cancellation. The return premium may be less than a full pro rata refund. When we cancel, the return premium will be pro rata.
 - d. The return premium may not be refunded with the notice of cancellation or when the policy is returned to us. In such cases, we will refund it within a reasonable time after the date cancellation takes effect.
 6. **Nonrenewal.** We may elect not to renew this policy. If we elect not to renew, a written notice will be delivered to you, or mailed to you at your mailing address shown in the **Declarations**. The notice will be mailed or delivered at least 30 days before the expiration date of this policy. Proof of mailing shall be sufficient proof of notice.
 7. **Assignment.** Assignment of this policy shall not be valid unless we give our written consent.
 8. **Subrogation.** An **insured** may waive in writing before a loss all rights of recovery against any person. If not waived, we may require an assignment of rights of recovery for a loss to the extent that payment is made by us.
- As respects property in transit, an **insured** may accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise without impairing the right of the **insured** to recover hereunder.

SECTION I AND SECTION II - CONDITIONS (cont.)

If an assignment is sought, an **insured** shall:

- a. sign and deliver all related papers;
- b. cooperate with us in a reasonable manner; and
- c. do nothing after a loss to prejudice such rights.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

9. **Inspection and Audit.** We shall be permitted but not obligated to inspect your property and operations at any time. However, our right to inspect or our actual inspection and report shall not constitute an undertaking on your behalf or for your benefit or the benefit of others to determine or warrant that the property or operations are safe or healthful, or are in compliance with any law, rule or regulation.

We may examine and audit your books and records at any time during the policy period and within three years after the final termination of this policy, as far as they relate to the subject matter of this insurance.

10. **Joint and Individual Interests.** When there are two or more named insureds, each acts for all to cancel or change the policy.

11. **Death.** If any person shown in the **Declarations** or the spouse, if a resident of the same household, dies:

- a. we insure the legal representative of the deceased. This condition applies only with respect to the premises and property of the deceased covered under this policy at the time of death;

- b. **insured** includes:

- (1) any member of your household who is an **insured** at the time of your death, but only while a resident of the **residence premises**; and
- (2) with respect to your property, the person having proper temporary custody of the property until appointment and qualification of a legal representative.

12. **Conformity to State Law.** When a policy provision is in conflict with the applicable law of the State in which this policy is issued, the law of the State will apply.

OPTIONAL POLICY PROVISIONS

Each Optional Policy Provision applies only as shown in the **Declarations** and is subject to all the terms, provisions, exclusions and conditions of this policy.

an employee arising out of or in the course of the employee's employment by the person or organization.

Option AI - Additional Insured.

1. The definition of **insured** is extended to include the person or organization shown in the **Declarations** as an Additional Insured or whose name is on file with us. Coverage is with respect to:

- a. Section I: Coverage A - Dwelling, Coverages D and E - Farm Personal Property and Coverage F - Farm Buildings and Structures;

- b. Section II: Coverage L - Farm Liability and Coverage M - Medical Payments to Others but only with respect to the locations described in the **Declarations** or operations incidental thereto. This coverage does not apply to **bodily injury** to

2. If the Additional Insured is designated in the **Declarations** as:

- a. a partnership or joint venture, the definition of **insured** as used in this policy means the partnership or joint venture so designated and any partner or member thereof; or
- b. other than an individual, partnership or joint venture, the definition of **insured** as used in this policy means that organization's trustees, directors, governors or stockholders while acting within the scope of their duties.

This option applies only with respect to the location shown in the **Declarations**.

**OPTIONAL
POLICY
PROVISIONS (cont.)**

Option BP - Business Property. The **COVERAGE B - PERSONAL PROPERTY, Special Coverage Limits**, item b., for property used or intended for use in a **business**, including merchandise held as samples or for sale or for delivery after sale, is changed as follows:

The \$1,000 limit is replaced with the amount shown in the **Declarations** for this option.

Option BU - Business Pursuits. SECTION II - EXCLUSIONS, item 1.b. is modified as follows:

1. Section II coverage applies to the **business** pursuits of an **insured** who is a:

- a. clerical office employee, salesperson, collector, messenger; or
- b. teacher (except college, university and professional athletic coaches), school principal or school administrator;

while acting within the scope of the above listed occupations.

2. However, no coverage is provided:

- a. for **bodily injury** or **property damage** arising out of a **business** owned or financially controlled by the **insured** or by a partnership of which the **insured** is a partner or member;
- b. for **bodily injury** or **property damage** arising out of the rendering of or failure to render professional services of any nature (other than teaching or school administration). This exclusion includes but is not limited to:
 - (1) computer programming, architectural, engineering or industrial design services;
 - (2) medical, surgical, dental or other services or treatment conducive to the health of persons or animals; and
 - (3) beauty or barber services or treatment;
- c. for **bodily injury** to a fellow employee of the **insured** injured in the course of employment; or

- d. when the **insured** is a member of the faculty or teaching staff of a school or college:

- (1) for **bodily injury** or **property damage** arising out of the maintenance, use, loading or unloading of:

- (a) draft or saddle animals, including vehicles for use with them; or
- (b) aircraft, **motor vehicles**, recreational motor vehicles or watercraft, airboats, air cushions or personal watercraft which use a water jet pump powered by an internal combustion engine as the primary source of propulsion;

owned or operated, or hired by or for the **insured** or employer of the **insured** or used by the **insured** for the purpose of instruction in the use thereof; or

- (2) under Coverage M for **bodily injury** to a pupil arising out of corporal punishment administered by or at the direction of the **insured**.

Option FA - Firearms. Firearms are insured for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

1. we do not insure for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, gradual deterioration;
 - b. insects or vermin;
 - c. any process of refinishing, renovating, or repairing;
 - d. dampness of atmosphere or extremes of temperatures;
 - e. inherent defect or faulty manufacture;

OPTIONAL POLICY PROVISIONS (cont.)

- f. rust, fouling or explosion of firearms;
 - g. breakage, marring, scratching, tearing or denting unless caused by fire, thieves or accidents to conveyances; or
 - h. infidelity of an insured's employees or persons to whom the insured property may be entrusted or rented;
2. our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
 3. our limits for loss by theft are those shown in the **Declarations** for this option. These limits apply in lieu of the Coverage B theft limit; and
 4. our limits for loss by any covered peril except those in items 2. and 3. are those shown in the **Declarations**.

Option HC - Home Computer. The **COVERAGE B - PERSONAL PROPERTY, Special Coverage Limits**, item i., for electronic data processing system equipment and the recording or storage media used with that equipment is increased to be the amount shown in the **Declarations** for this option.

Option ID - Increased Dwelling Limit. We will settle losses to damaged building structures covered under **COVERAGE A - DWELLING** according to the **SECTION I - LOSS SETTLEMENT** provision shown in the **Declarations**.

If the amount you actually and necessarily spend to repair or replace damaged building structures exceeds the applicable coverage limit shown in the **Declarations**, we will pay the additional amounts not to exceed the Option ID coverage limit shown in the **Declarations** to repair or replace the Dwelling.

Report Increased Values. You must notify us within 90 days of the start of any new building structure costing \$5,000 or more; or any additions to or remodeling of building structures which increase their values by \$5,000 or more. You must pay any additional premium due for the increased value. We will not pay more than the applicable coverage limit shown in the **Declarations**, if you fail to notify us of the increased value within 90 days.

Option IO - Incidental Business. The coverage provided by this option applies only to that incidental **business** occupancy on file with us.

1. **COVERAGE B - PERSONAL PROPERTY** is extended to include equipment, supplies and furnishings usual and incidental to this **business** occupancy. This

Optional Policy Provision does not include electronic data processing system equipment or the recording or storage media used with that equipment or merchandise held as samples or for sale or for delivery after sale.

The Option IO limits are shown in the **Declarations**. The first limit applies to property on the **residence premises**. The second limit applies to property while off the **residence premises**. These limits are in addition to the **COVERAGE B - PERSONAL PROPERTY, Special Coverage Limits** on property used or intended for use in a **business**.

2. Under Section II, the **residence premises** is not considered **business** property because an insured occupies a part of it as an incidental **business**.
3. **SECTION II - EXCLUSIONS**, item 1.b. of Coverage L and Coverage M is replaced with the following:

- b. **bodily injury or property damage** arising out of **business** pursuits of an insured or the rental or holding for rental of any part of any premises by an insured. This exclusion does not apply:

- (1) to activities which are ordinarily incident to non-business pursuits or to **business** pursuits of an insured which are necessary or incidental to the use of the **residence premises** as an incidental **business**;
- (2) with respect to Coverage L to the occasional or part-time **business** pursuits of an insured who is under 19 years of age;
- (3) to the rental or holding for rental of a residence of yours:
 - (a) on an occasional basis for exclusive use as a residence;
 - (b) in part, unless intended for use as a residence by more than two roomers or boarders; or
 - (c) in part, as an incidental **business** or private garage;
- (4) when the dwelling on the **residence premises** is a two family dwelling and you occupy one part and rent or hold for rental the other part;

**OPTIONAL
POLICY
PROVISIONS (cont.)**

- (5) to farming, including the operation of roadside stands maintained principally for the sale of an **insured's** farm products;
- (6) to an additional farm dwelling on an **insured location**; or
- (7) to that farm land rented to or by an **insured** and used solely for farming.

- (c) any other person actually or apparently acting on behalf of any **insured**.

Coverage M does not apply to any person indicated in (1) and (2) above.

This exclusion does not apply to the occasional child care services provided by any **insured**, or to the part-time child care services provided by any **insured** who is under 19 years of age.

4. This insurance does not apply to:

- a. **bodily injury** to an employee of an **insured** arising out of the **residence premises** as an incidental **business** other than to a **residence employee** while engaged in the employee's employment by an **insured**;
- b. **bodily injury** to a pupil arising out of corporal punishment administered by or at the direction of the **insured**;
- c. liability arising out of any acts, errors or omissions of an **insured**, or any other person for whose acts an **insured** is liable, resulting from the preparation or approval of data, plans, designs, opinions, reports, programs, specifications, supervisory inspections or engineering services in the conduct of an **insured's** incidental **business** involving data processing, computer consulting or computer programming; or
- d. any claim made or suit brought against any **insured** by:
 - (1) any person who is in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or
 - (c) any other person actually or apparently acting on behalf of any **insured**; or
 - (2) any person who makes a claim because of **bodily injury** to any person who is in the care of any **insured** because of child care services provided by or at the direction of:
 - (a) any **insured**;
 - (b) any employee of any **insured**; or

Option JF - Jewelry and Furs. Jewelry, watches, fur garments and garments trimmed with fur, precious and semi-precious stones, gold other than goldware, silver other than silverware and platinum are insured for accidental direct physical loss or damage.

The limits for this option are shown in the **Declarations**. The first amount is the limit for any one article; the second amount is the aggregate limit for each loss.

The following additional provisions apply:

- 1. we do not insure for any loss to the property described in this option either consisting of, or directly and immediately caused by, one or more of the following:
 - a. mechanical breakdown, wear and tear, gradual deterioration;
 - b. insects or vermin;
 - c. inherent vice; or
 - d. seizure or destruction under quarantine or customs regulations;
- 2. our limit for loss by any Coverage B peril except theft is the limit shown in the **Declarations** for Coverage B, plus the aggregate limit;
- 3. our limits for loss by theft are those shown in the **Declarations** for this option; and
- 4. our limits for loss by any covered peril except those in items 2. and 3. are those shown in the **Declarations** for this option.

Option OL - Building Ordinance or Law.

1. **Coverage Provided.**

The total limit of insurance provided by this Building Ordinance or Law provision will not exceed an amount equal to the Option OL percentage shown in the **Declarations** of the Coverage A limit shown in the **Decla-**

**OPTIONAL
POLICY
PROVISIONS (cont.)**

rations at the time of the loss, as adjusted by the inflation coverage provisions of the policy. This is an additional amount of insurance and applies only to the dwelling.

2. Damaged Portions of Dwelling.

When the dwelling covered under **COVERAGE A - DWELLING** is damaged by a Loss Insured we will pay for the increased cost to repair or rebuild the physically damaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.

3. Undamaged Portions of Damaged Dwelling.

When the dwelling covered under **COVERAGE A - DWELLING** is damaged by a Loss Insured we will also pay for:

- a. the cost to demolish and clear the site of the undamaged portions of the dwelling caused by the enforcement of a building, zoning or land use ordinance or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs; and
- b. loss to the undamaged portion of the dwelling caused by enforcement of any ordinance or law if:
 - (1) the enforcement is directly caused by the same Loss Insured;
 - (2) the enforcement requires the demolition of portions of the same dwelling not damaged by the same Loss Insured;
 - (3) the ordinance or law regulates the construction or repair of the dwelling, or establishes zoning or land use requirements at the described premises; and
 - (4) the ordinance or law is in force at the time of the occurrence of the same Loss Insured; or
- c. the legally required changes to the undamaged portion of the dwelling caused by the enforcement of a building, zoning or land use ordinance

or law if the enforcement is directly caused by the same Loss Insured and the requirement is in effect at the time the Loss Insured occurs.

4. Building Ordinance or Law Coverage Limitations.

- a. We will not pay for any increased cost of construction under this coverage:
 - (1) until the dwelling is actually repaired or replaced at the same or another premises in the same general vicinity; and
 - (2) unless the repairs or replacement are made as soon as reasonably possible after the loss, not to exceed two years.
- b. We will not pay more for loss to the undamaged portion of the dwelling caused by the enforcement of any ordinance or law than:
 - (1) the depreciated value of the undamaged portion of the dwelling, if the dwelling is not repaired or replaced; or
 - (2) the amount you actually spend to replace the undamaged portion of the dwelling if the dwelling is repaired or replaced.
- c. We will not pay more under this coverage than the amount you actually spend:
 - (1) for the increased cost to repair or rebuild the dwelling at the same or another premises in the same general vicinity if relocation is required by ordinance or law; and
 - (2) to demolish and clear the site of the undamaged portions of the dwelling caused by enforcement of building, zoning or land use ordinance or law.

We will never pay for more than a dwelling of the same height, floor area and style on the same or similar premises as the dwelling, subject to the limit provided in paragraph 1. **Coverage Provided** of this option.

Option SG - Silverware and Goldware Theft. The **COVERAGE B - PERSONAL PROPERTY, Special Coverage Limits**, item h., for theft of silverware and goldware is increased to be the amount shown in the **Declarations** for this option.

IN WITNESS WHEREOF, this Company has executed and attested these presents; but this policy shall not be valid unless countersigned by the duly authorized Agent of this Company at the agency hereinbefore mentioned.

Lynne M. Youell

Secretary

Michael J. Tignor

President

The Board of Directors, in accordance with Article VI(c) of this Company's Articles of Incorporation, may from time to time distribute equitably to the holders of the participating policies issued by said Company such sums out of its earnings as in its judgment are proper.

FE-1302.2 FARM/RANCH POLICY ENDORSEMENT**DECLARATIONS CONTINUED**

The following is added:

When you request changes to this policy, or the information or factors used to calculate the premium for this policy changes during the policy period, we may adjust the premium in accordance with the change during the policy period and you must pay any additional premium due within the time we specify.

DEFINITIONS

The definition of "**motor vehicle**" is replaced by the following:

8. "**motor vehicle**", when used in Section II of this policy, means:

- a. a land motor vehicle designed for travel on public roads or subject to motor vehicle registration;
- b. a trailer or semi-trailer designed for travel on public roads and subject to motor vehicle registration;
- c. a "recreational vehicle" while off an **insured location**. "Recreational vehicle", means a motorized vehicle designed for recreation principally off public roads that is owned or leased by an **insured**. This includes, but is not limited to, a motorized all terrain vehicle, amphibious vehicle, dune buggy, go-cart, golf cart, snowmobile, trailbike, minibike and personal assistive mobility device;
- d. a "locomotive" while off an **insured location**. "Locomotive" means a self-propelled vehicle for pulling or pushing freight or passenger cars on tracks that is large enough to carry a person and is owned or leased by an **insured**;
- e. any vehicle while being towed or pushed by or carried on a vehicle included in 8.a., 8.b., 8.c. or 8.d.;

"Leased" does not include a temporary rental.

The following are not **motor vehicles**:

- (1) a motorized land vehicle in dead storage on an **insured location**;
- (2) a boat, camp, home or utility trailer not being towed or pushed by or carried on a vehicle included in 8.a., 8.b., 8.c. or 8.d.;

(3) a motorized golf cart while used for golfing purposes;

(4) a motorized vehicle or trailer designed to assist the handicapped that is not designed for travel on public roads or subject to motor vehicle registration;

(5) a motorized vehicle that does not have a **motor vehicle** registration while on an **insured location**;

Definition 15. is added:

15. "**State Farm Companies**" means one or more of the following:

- a. State Farm Mutual Automobile Insurance Company;
- b. State Farm Fire and Casualty Company; and
- c. subsidiaries or affiliates of either a. or b. above.

**SECTION I –
ADDITIONAL COVERAGES –
COVERAGES A, B, C**

The following is added:

- 14. **Tear Out.** If a Loss Insured to Coverage A property is caused by water or steam escaping from a system or appliance, we will also pay the reasonable cost you incur to tear out and replace only that particular part of the building or structure owned by you necessary to gain access to the specific point of that system or appliance from which the water or steam escaped. We will not cover the cost of repairing or replacing the system or appliance itself. This coverage does not increase the limit applying to Coverage A property.

**SECTION I –
LOSSES NOT INSURED –
COVERAGES A, B, C**

Item 1.f. is replaced by the following:

- f. continuous or repeated seepage or leakage of water or steam from a:
 - (1) heating, air conditioning or automatic fire protective sprinkler system;
 - (2) household appliance; or

- (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time;

**SECTION I –
COVERAGES D, E, F**

**COVERAGE D –
SCHEDULED FARM
PERSONAL PROPERTY**

Item 4. is replaced by the following:

4. a. **Hay and Straw in Buildings.**

When this coverage applies, we cover hay, straw, bedding and fodder in buildings and structures.

b. **Hay and Straw in the Open.**

When this coverage applies, we cover hay, straw, bedding and fodder in the open only while in stacks, bales, bags and windrows.

**SECTION I –
COVERAGES D, E, F**

**COVERAGE E –
UNSCHEDULED FARM
PERSONAL PROPERTY**

**Property
Not Covered**

The following is added:

irrigation equipment.

**SECTION I –
ADDITIONAL COVERAGES –
COVERAGES D, E, F**

The following is added:

17. **Tear Out.** If a Loss Insured to Coverage F property is caused by water or steam escaping from a system or appliance, we will also pay the reasonable cost you incur to tear out and replace only that particular part of the building or structure owned by you necessary to gain access to the specific point of that system or appliance from which the water or steam escaped. We will not cover the cost of repairing or replacing the system or appliance itself. This coverage does not increase the limit applying to Coverage F property.

**SECTION I –
LOSSES NOT INSURED –
COVERAGES D, E, F**

Item 1.f. is replaced by the following:

- f. continuous or repeated seepage or leakage of water or steam from a:
- (1) heating, air conditioning or automatic fire protective sprinkler system;
 - (2) household appliance; or
 - (3) plumbing system, including from, within or around any shower stall, shower bath, tub installation, or other plumbing fixture, including their walls, ceilings or floors;

which occurs over a period of time;

Item 1.o. is replaced by the following:

- o. conversion, embezzlement;

**SECTION I –
LOSS SETTLEMENT –
COVERAGES D, E, F**

F2 – Actual Cash Value Loss Settlement.

The following is added to item e.:

Coinsurance applies if at the time of loss the amount of insurance is less than 80% of the actual cash value of the property insured.

**SECTION II –
EXCLUSIONS**

The following is added to exclusion 1.e.:

Exclusion e.(2) does not apply to **bodily injury or property damage** arising out of the operation of farm equipment that is mounted on a **motor vehicle** and that is not used for locomotion of that **motor vehicle**.

**SECTION I AND SECTION II –
CONDITIONS**

Item 8. is replaced by the following:

8. **Subrogation and Reimbursement.**

a. **Subrogation.**

- (1) Applicable to SECTION I – YOUR PROPERTY:

If any insured to or for whom we make payment under this policy has rights to recover damages from another, those rights are transferred to us to the extent of our payment.

That **insured** must do everything necessary to secure our rights and must do nothing after loss to impair them. But an **insured** may waive in writing before a loss all rights of recovery against any person.

As respects property in transit, an **insured** may accept such bills of lading, receipts or contracts of transportation as are ordinarily issued by carriers containing a limitation as to the value of such goods or merchandise without impairing the right of the **insured** to recover hereunder.

(2) Applicable to SECTION II – YOUR LIABILITY:

If any **insured** has rights to recover all or part of any payment we have made under this policy, those rights are transferred to us. An **insured** must do nothing after loss to impair them. At our request, an **insured** will bring suit or transfer those rights to us and help us enforce them.

Subrogation does not apply under Section II to Medical Payments to Others or Damage to Property of Others.

b. **Reimbursement.**

If we make payment under this policy and any **insured** to or for whom we make payment recovers or has recovered from another person or organization, then the **insured** to or for whom we make payment must:

- (1) hold in trust for us the proceeds of any recovery; and
- (2) reimburse us to the extent of our payment.

The following conditions are added:

13. **Premium.**

- a. Unless as otherwise provided by an alternative payment plan in effect with the **State Farm Companies** with respect to the premium for this policy, the premium is due and payable in full on or before the first day of the policy period shown in the most recently issued **Declarations**.
- b. The renewal premium for this policy will be based upon the rates in effect, the coverages carried, the applicable limits,

deductibles and other elements that affect the premium applicable at the time of renewal.

c. The premium for this policy may vary based upon:

- (1) the purchase of other products or services from the **State Farm Companies**;
- (2) the purchase of products or services from an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness, or quality of any product or service offered or provided by that organization; or
- (3) an agreement, concerning the insurance provided by this policy, that the **State Farm Companies** has with an organization of which you are a member, employee, subscriber, licensee, or franchisee.

d. Your purchase of this policy may allow:

- (1) you to purchase or obtain certain coverages, coverage options, coverage deductibles, coverage limits, or coverage terms on other products from the **State Farm Companies**, subject to their applicable eligibility rules; or
- (2) the premium or price for other products or services purchased by you, including non-insurance products or services, to vary. Such other products or services must be provided by the **State Farm Companies** or by an organization that has entered into an agreement or contract with the **State Farm Companies**. The **State Farm Companies** do not warrant the merchantability, fitness or quality of any product or service offered or provided by that organization.

14. **Change of Policy Address.** We may change the named insured's policy address as shown in the **Declarations** and in our records to the most recent address provided to us by:

- a. you; or
- b. the United States Postal Service.

All other policy provisions apply.

**AMENDATORY ENDORSEMENT
(Mississippi)**

**SECTION I –
CONDITIONS**

Suit Against Us is replaced with the following:

Suit Against Us. No action shall be brought unless there has been compliance with the policy provisions. The action must be started within three years after the cause of action accrues.

Mortgage Clause, item c. is replaced with the following:

- c. If this policy is cancelled by us, the mortgagee shall be notified at least 30 days before the date cancellation takes effect. Proof of mailing shall be proof of notice.

FE-1318

**SECTION I
AND SECTION II –
CONDITIONS**

Cancellation item b. (2) is replaced with the following:

- b. (2) When this policy has been in effect for less than 60 days and is not a renewal with us, we may cancel for any reason. We may cancel by notifying you at least 30 days before the date cancellation takes effect.

All other policy provisions apply.

POLICY ENDORSEMENT

ADDITIONAL COVERAGES - COVERAGES D, E, F

Item 11.a. under **Property Off Premises** is replaced by the following:

- a. within 200 miles of the **insured location**:

farm machinery, equipment and tools. This 200 mile limitation does not apply to farm machinery or equipment that is being repaired or serviced;

SECTION I - LOSSES NOT INSURED - COVERAGES D, E, F

Under item 2.c. **Water Damage**, paragraph (1) is replaced by the following:

- (1) flood, surface water, waves, tidal water, tsunami, seiche, overflow of a body of water, or spray from any of these, all whether driven by wind or not. This exclusion does not apply to item 2.o. under **SECTION I - LOSSES INSURED - COVERAGES D, E, F**.

FE-5801 MANDATORY REPORTING ENDORSEMENT

The following **CONDITION** is added:

Duties of an Injured Person – Coverage M – Mandatory Reporting. The injured person, or, when appropriate, someone acting on behalf of that person, shall:

- a. provide us with any required authorizations; and
- b. submit to us all information we need to comply with state or federal law.

FE-5801

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FE-8521.7
(7/98)**FARM EMPLOYERS' LIABILITY AND FARM EMPLOYEES'
MEDICAL PAYMENTS INSURANCE ENDORSEMENT**

The policy is extended to cover Farm Employers' Liability and Farm Employees' Medical Payments subject to the following:

DEFINITIONS

The definition of "farm employee" is replaced by the following:

"farm employee" means an employee of an insured whose duties are principally in connection with the farming operations of the insured. This does not include a resident of your household, a residence employee or an employee while engaged in an insured's business.

The following definition is added:

"household" means a family residing together which provides by common means the majority of shelter, sustenance and support to its members.

Persons living in separate residential units may be considered residents of your household if the majority of the cost of their shelter, sustenance and support is provided by your family.

The following are not considered residents of the household:

1. Roomers or boarders not related to you, who pay for their room or board.
2. Employees not related to you, who receive room or board as a portion of their wages under an employment agreement.

FARM EMPLOYERS' LIABILITY

Under **SECTION II - LIABILITY COVERAGES, COVERAGE L - FARM LIABILITY**, the following is added:

3. pay up to our limit of liability all sums for which an insured is legally liable because of **bodily injury** to a **farm employee** caused by and in the course of that person's employment by an insured and arising out of the ownership, maintenance or use (including necessary or incidental operations) of farm premises.

Under **SECTION II - EXCLUSIONS, 2. Coverage L - Farm Liability**, the following is added:

- g. Farm Employers' Liability for:
 - (1) liability assumed by an insured under any contract or agreement;
 - (2) fines or penalties imposed for violation of federal or state law; or
 - (3) sickness or disease of any farm employee unless prior to 36 months after the end of the policy period written claim is made or suit is brought against you for damages because of such sickness or disease or death resulting therefrom.

FARM EMPLOYEES' MEDICAL PAYMENTS

Under **SECTION II - LIABILITY COVERAGES, COVERAGE M - MEDICAL PAYMENTS TO OTHERS**, the following is added:

4. to a farm employee if the occurrence causing **bodily injury** occurs off the insured location and arises out of or in the course of the farm employee's employment by an insured.

Under **SECTION II - EXCLUSIONS, 3. Coverage M - Medical Payments to Others**:

Items d. and f. are changed to read:

- d. to a person regularly residing on any part of the insured location other than a residence employee or a farm employee;

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(CONTINUED)

- f. to a person engaged in work incidental to the maintenance or use of the **insured location** as a farm. This exclusion does not apply to:

- (1) a **residence employee**;
- (2) a **farm employee**; or
- (3) any person, while on the **insured location**, engaged in a neighborly exchange of assistance for which an **insured** is not obligated to pay any money;

The following is added:

- g. to a **farm employee** if it occurs off the **insured location** and does not arise out of or in the course of the **farm employee's** employment by an **insured**.

FARM EMPLOYERS' LIABILITY AND FARM EMPLOYEES' MEDICAL PAYMENTS

Under **SECTION II - EXCLUSIONS, 1. Coverage L - Farm Liability and Coverage M - Medical Payments to Others**:

The following is added to exclusion e.:

Exclusion e.(2) does not apply to **bodily injury** to a **farm employee** arising out of and in the course of that person's employment by an **insured**.

The following is deleted:

- j. **bodily injury** to a **farm employee** arising out of and in the course of employment by an **insured**.

The following are added:

- n. **bodily injury** to a **farm employee** while employed in violation of law;
- o. punitive or exemplary damages because of **bodily injury** to a **farm employee** employed in violation of law;

- p. **bodily injury** to a **farm employee** occurring outside the United States of America, its territories or possessions, and Canada. This exclusion does not apply to **bodily injury** to a citizen or resident of the United States of America or Canada who is temporarily outside these countries;

- q. damages arising out of coercion, criticism, demotion, evaluation, reassignment, discipline, defamation, harassment, humiliation, discrimination against or termination of any **farm employee**, or any personnel practices, policies, acts or omissions;

- r. **bodily injury** to any person in work subject to the Longshore and Harbor Workers' Compensation Act (33 USC Sections 901-950), the Nonappropriated Fund Instrumentalities Act (5 USC Section 8171-8173), the Outer Continental Shelf Lands Act (43 USC Sections 1331-1356), the Defense Base Act (42 USC Sections 1651-1654), the Federal Coal Mine Health and Safety Act of 1969 (30 USC Sections 901-942), any other federal workers or workmen's compensation law or other federal occupational disease law, or any amendments to these laws;

- s. **bodily injury** to any person in work subject to the Federal Employers' Liability Act (45 USC Sections 51-60), any other federal laws obligating an employer to pay damages to an employee due to **bodily injury** arising out of or in the course of employment, or any amendments to those laws;

- t. damages payable under the Migrant and Seasonal Agricultural Worker Protection Act (29 USC Sections 1801-1872) and under any other federal law awarding damages for violation of those laws or regulations issued thereunder, and any amendments to those laws.

All other policy provisions apply.

FE-8691.1
(10/98)**BACK-UP OF SEWER OR DRAIN ENDORSEMENT
(\$10,000 Limit)****SECTION I -
LOSSES INSURED -
COVERAGES A, B, C**

We cover accidental direct physical loss to the dwelling insured under Coverage A and only the following personal property insured under Coverage B, while located in the dwelling:

1. clothes washers and dryers;
2. food freezers and the food in them;
3. refrigerators;
4. ranges;
5. portable dishwashers; and
6. dehumidifiers;

caused by or resulting from water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area.

There is no coverage for other personal property.

This coverage does not apply if the loss is caused by your negligence.

Item c. of **Sudden and accidental discharge or overflow** of water or steam, shown below, is deleted:

- c. caused by or resulting from water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or

**SECTION I -
LOSSES NOT INSURED -
COVERAGES A, B, C**

Item (2) of **Water Damage**, shown below, is deleted:

- (2) water or sewage from outside the **residence premises** plumbing system that enters through sewers or drains, or water which enters into and overflows from within a sump pump, sump pump well or any other system designed to remove subsurface water which is drained from the foundation area; or

Coverage Limit: The limit for this coverage shall not exceed \$10,000 in any one occurrence.

Deductible: The deductible amount shown in the **Declarations**, but in no event less than \$1,000, will be deducted from each back-up of sewer or drain loss covered by this endorsement.

Other Insurance: If a loss covered by this endorsement is also covered by flood insurance, we will pay only for the amount of covered loss in excess of the amount due from that insurance.

All other policy provisions apply.

FE-3650 ACTUAL CASH VALUE ENDORSEMENT

The following is added to any provision which uses the term "actual cash value":

Actual cash value means the value of the damaged part of the property at the time of loss, calculated as the estimated cost to repair or replace such property, less a deduction to account for pre-loss depreciation. For this calculation, all components of this estimated cost including, but not limited to:

1. materials, including any tax;
2. labor, including any tax; and
3. overhead and profit;

are subject to depreciation.

The depreciation deduction may include such considerations as:

1. age;
 2. condition;
 3. reduction in useful life;
 4. obsolescence; and
 5. any pre-loss damage including wear, tear, or deterioration;
- of the damaged part of the property.

All other policy provisions apply.

FE-3650

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MS LAK Policy No. 99-BF-U351-2 - 6 09-3107, ADDED 4/23/14 PG2 13

FE-8588
(11/92)

**ADDITIONAL INSURED ENDORSEMENT
Owners or Other Interests of Leased Land**

Policy No.: 99-BF-U351-2

Named Insured: GREEN, DARRELL

Name of Person or Organization: GREEN, BETTY
16298 EMORY RD
WEST MS 39192-8214

Designation of Land:

LOC #17, 74 ACRES, SEC 2,10&15, TWP 14N, RNG 2E, HOLMES COUNTY MS
LOC #18, 133 ACRES, SEC 3,4&10, TWP 15N, RNG 5E, HOLMES COUNTY MS

The definition of "Insured" applicable to **SECTION II** is amended to include as an Insured the person or organization shown above, but only with respect to their liability arising out of the ownership, maintenance or use of the land leased to you and designated above.

This insurance does not apply to:

- 1 any occurrence which takes place after you cease to lease that land; or
- 2 structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown above.

All other policy provisions apply.

MS LAK Policy No. 99-BF-U351-2

-6 09-3107, ADDED 4/23/14 BGI 13

FE-8588
(11/92)

**ADDITIONAL INSURED ENDORSEMENT
Owners or Other Interests of Leased Land**

Policy No.: 99-BF-U351-2

Named Insured: GREEN, DARRELL

Name of Person or Organization: GREEN, BETTY
16298 EMORY RD
WEST MS 39192-8214

Designation of Land:

LOC #1, 129 ACRES, SEC 32, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #2, 155 ACRES, SEC 33, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #3, 477 ACRES, SEC 4, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #4, 355 ACRES, SEC 5, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #5, 295 ACRES, SEC 9, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #6, 105 ACRES, SEC 7,8&9, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #7, 143 ACRES, SEC 3,4&10, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #9, 11 ACRES, SEC 7,8&9, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #10, 68 ACRES, SEC 5&8, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #11, 84 ACRES, SEC 6, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #12, 29 ACRES, SEC 3&4, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #13, 17 ACRES, SEC 3&4, TWP 16N, RNG 5E, HOLMES COUNTY MS
LOC #14, 119 ACRES, SEC 7&8, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #15, 5 ACRES, SEC 3&4, TWP 15N, RNG 5E, HOLMES COUNTY MS
LOC #16, 42 ACRES, SEC 11, TWP 15N, RNG 3E, HOLMES COUNTY MS

The definition of "Insured" applicable to **SECTION II** is amended to include as an Insured the person or organization shown above, but only with respect to their liability arising out of the ownership, maintenance or use of the land leased to you and designated above.

- 1 any occurrence which takes place after you cease to lease that land, or
- 2 structural alterations, new construction or demolition operations performed by or on behalf of the person or organization shown above

This insurance does not apply to:

All other policy provisions apply

EXHIBIT B

State Farm Fire and Casualty Company11350 Johns Creek Parkway
Duluth, GA 30098-0001AT2 000633.0001... Y-09- 3107-FB08 A F
GREEN, DARRELL
7160 OLD WILSON RD
WEST MS 39192-8120ST-1
0105-0001Location: 7160 OLD WILSON RD
WEST MS 39192-8120

See schedule page(s) for location of premises

Loss Settlement Provisions (See Policy)A1 Replacement Cost-Similar Construction-Coverage
B1 Limited Replacement Cost - Coverage B**Forms, Options, and Endorsements**

Farm/Ranch Policy	FP-8105
Jewelry and Furs \$1,500/\$2,500	OPT JF
Increase Dwlg up to \$38,220	OPT ID
Ordinance/Law 10% \$19,110	OPT OL
Farm/Ranch Policy Endorsement	FE-1302.2
Amendatory Endorsement	FE-1318
Policy Endorsement	FE-8733
Mandatory Reporting Endorsment	FE-5801
Farm Employers Liability	FE-8521.7
Back-Up of Sewer or Drain	FE-8691.1
Owners/Others Int. Rented Land	FE-8568
Actual Cash Value Endorsement	FE-3650

RENEWAL CERTIFICATE

POLICY NUMBER	89-BF-U351-2
Farm/Ranch Policy	
MAY 14 2020 to MAY 14 2021	
DATE DUE	SEE BALANCE DUE NOTICE
MAY 14 2020	\$7,458.00

Coverages and Limits**Section I**

A Dwelling	\$191,100
B Personal Property	61,300
C Loss of Use	Actual Loss
D Scheduled Farm Personal Prop	**
F Farm Buildings & Structures	**

Deductibles - Section I

All Losses	1,000
------------	-------

Section II

L Farm Liability	
(each occurrence)	1,000,000
(annual aggregate)	2,000,000
M Medical Payments (each person)	5,000

Annual Premium	\$7,458.00
Amount Due	\$7,458.00

Premium Reductions

Utility Rating Credit	469.00
Renewal Discount	326.00

Inflation Coverage Index:	245.1
Cov. F - Inflation Index:	163.3

This policy contains earthquake exclusion. Contact your agent for information concerning the availability of earthquake coverage.

This policy contains flood exclusion. Flood coverage may be purchased separately from the National Flood Program, if available in your area.

**See schedule page(s) for the limits of insurance and the loss settlement provisions

Please help us update the data used to determine your premium. Contact your agent with the year each of your home's utilities (heating/cooling, plumbing, or electrical) and roof were last updated.

Thanks for letting us serve you. We appreciate our long term customers.

0749 2011
SC,SB,O,M2
Agent MICHAEL FANCHER

Telephone (662) 653-6439

Moving? See your State Farm agent.
See reverse for important information.
Prepared

MAR 23 2020

018

REB

Mortgagee: HOLMES COUNTY BANK & TRUST CO
Loan No: 401857100
Add Ins-II: BETTY GREEN

Your coverage amount....

It is up to you to choose the coverages and limits that meet your needs. We recommend that you purchase a coverage limit at least equal to the estimated replacement cost of your structure. Replacement cost estimates are available from building contractors and replacement cost appraisers, or, your agent can provide an Xactware estimate using information you provide about your structure. We can accept the type of estimate you choose as long as it provides a reasonable level of detail about your structure. State Farm® does not guarantee that any estimate will be the actual future cost to rebuild your structure. Higher limits are available at higher premiums. Lower limits are also available, as long as the amount of coverage meets our underwriting requirements. We encourage you to periodically review your coverages and limits with your agent and to notify us of any changes or additions to your structure.

State Farm Fire and Casualty Company11350 Johns Creek Parkway
Duluth, GA 30098-0001**RENEWAL CERTIFICATE**

SCHEDULE PAGE 1

POLICY NUMBER 99-BF-U351-2

Farm/ Ranch Policy

MAY 14 2020 to MAY 14 2021

Y-09- 3107-FB08 A F

000833 0001

GREEN, DARRELL
7160 OLD WILSON RD
WEST MS 39192-8120**LOCATION OF COVERED PREMISES**ST-1
0205-1001

Loc No	No of Acres	Portion of Section	Section	Twnshp	Range	County and State
01	129		32	15N	5E	HOLMES MS
02	155		33	15N	5E	HOLMES MS
03	477		4	15N	5E	HOLMES MS
04	355		5	15N	5E	HOLMES MS
05	295		9	15N	5E	HOLMES MS
06	105	SEC 7, 8 &	9	15N	5E	HOLMES MS
07	143	SEC 2, 4 &	10	15N	5E	HOLMES MS
09	11	SEC 7, 8 &	9	15N	5E	HOLMES MS
10	68	SEC 5 &	8	15N	5E	HOLMES MS
11	84		6	15N	5E	HOLMES MS
12	29	SEC 3 &	4	15N	5E	HOLMES MS
13	17	SEC 3 &	4	15N	5E	HOLMES MS
14	119	SEC 7 &	8	15N	5E	HOLMES MS
15	5	SEC 3 &	4	15N	5E	HOLMES MS
16	42		11	15N	5E	HOLMES MS
17	74	SEC 2, 10 &	15	14N	5E	HOLMES MS
18	133	SEC 3, 4 &	10	15N	5E	HOLMES MS

* Losses Insured (See Policy for detailed explanation of losses insured)
ADPL: Accidental Direct Physical Loss
Spec Perils: Specified Perils

** Loss Settlement (See Policy for detailed explanation of loss settlement)
F1: Replacement Cost - Common Construction - Coverage F
F2: Actual Cash Value Loss Settlement - Coverages D, E, and F

COVERAGE D:**SECTION I SCHEDULED FARM PERSONAL PROPERTY**

138-3076 16 Printed in U.S.A. Rev. 08-2005 (019008kd)

Item No	Limits of Insurance	Description	*Losses Insured	**Loss Settlement
01	10,000	83 JD 4440 TRACTOR #4937	ADPL	F2
02	22,000	77 CAT D6C CAT DOZER	ADPL	F2
03	10,000	89 JD HI-CYCLE 6000 #11295	ADPL	F2
04	10,000	89 JD HI-CYCLE 6000 #X112115	ADPL	F2
05	30,000	98 JD 9970 COTTON PICKER #002067	ADPL	F2
06	10,000	85 JD 4640 TRACTOR #19970	ADPL	F2
07	10,000	89 JD 4640 TRACTOR #19971	ADPL	F2
08	55,000	99 JD 8300 TRACTOR #T025353	ADPL	F2

* Continued *

CONTINUED FROM FRONT

PAGE 2

COVERAGE D: SECTION I SCHEDULED FARM PERSONAL PROPERTY

Item No	Limits of Insurance	Description	*Losses Insured	**Loss Settlement
09	\$ 60,000	JD 8320 TRACTOR #RW8320P014061	ADPL	F2
10	\$ 65,000	03 JD 9650 COMBINE #H09650S700820	ADPL	F2
11	\$ 5,000	MISC TOOLS	Spec Perils	F2
12	\$ 63,080	04 JD 8320 MFWD TRACTOR S#RW8320P020761	ADPL	F2
13	\$ 25,000	04 JD 6700 SPRAYER #N06700X10014	ADPL	F2
14	\$ 28,000	16 TIGER MATE CULTIVATOR #YFD081377	ADPL	F2

COVERAGE F: SECTION I FARM BUILDINGS AND STRUCTURES

COV F - INFLATION
INDEX 163.3

Buildings & Structures	Limits of Insurance	Description	*Losses Insured	**Loss Settlement
Location No. 01				
01	\$ 59,200	120X40 MACHINE SHED 2012	Spec Perils	F2

State Farm Fire and Casualty Company11350 Johns Creek Parkway
Duluth, GA 30098-0001

Y-09- 3107-FB08 A F

000633 0001

GREEN, DARRELL
7160 OLD WILSON RD
WEST MS 39192-8120

RENEWAL CERTIFICATE		PREMIUM RECAP	1
POLICY NUMBER 88-BF-U351-2			
FARM/RANCH - 3			
MAY 14 2020 to MAY 14 2021			
Rates Effective: JUL 1 2019		Rates Set: 201.00	Zone: 60
System Calculated Premium: \$		7,458.00	Terr Subzn:

SF-1
0305-0001

	Limits of Insurance	DEDUCTIBLES	
Dwelling	\$ 191,100	All Losses	1,000
Personal Liability	\$1,000,000		
Aggregate	\$2,000,000	TOTAL ACRES	2.241
Medical Payments	\$ 5,000		

BASIC CHARGES AND DISCOUNTS

Description	Annual Premium
BASIC PREMIUM	\$ 3,258
UTILITIES RATING PLAN	-469
JEWELRY/FUR COV.	-10
DEDUCTIBLE ADJUSTMENT	246
FR-36 DISCOUNTS	-326
JEWELRY/FUR COV.	10
BACK-UP OF SEWER OR DRAIN	15
EMPLOYERS LIAB & MED PAY	146
COVERAGE M - MEDICAL PAYMENTS	9
FARMER COMP - LIABILITY	538

SCHEDULED FARM PERSONAL PROPERTY - COVERAGE D

Item No.	Limits of Insurance	Description	Losses Insured	Loss Settlement	Annual Premium
01	\$ 10,000	83 JD 4440 TRACTOR #4937	ADPL	F2	\$ 66
02	\$ 22,000	77 CAT D6C CAT DOZER	ADPL	F2	147
03	\$ 10,000	89 JD HI-CYCLE 6000 #11295	ADPL	F2	66
04	\$ 10,000	89 JD HI-CYCLE 6000 #112115	ADPL	F2	66
05	\$ 30,000	98 JD 9970 COTTON PICKER #002067	ADPL	F2	303
06	\$ 10,000	85 JD 4640 TRACTOR #19970	ADPL	F2	66
07	\$ 10,000	89 JD 4640 TRACTOR #19971	ADPL	F2	66
08	\$ 55,000	99 JD 8300 TRACTOR #1025353	ADPL	F2	366
09	\$ 60,000	JD 8320 TRACTOR #RW8320P014061	ADPL	F2	399
10	\$ 65,000	03 JD 9650 COMBINE #H09650S700820	ADPL	F2	657
11	\$ 5,000	MISC TOOLS	Spec Perils	F2	31
12	\$ 63,080	04 JD 8320 MFWO TRACTOR #RW8320P020761	ADPL	F2	419
13	\$ 25,000	04 JD 6700 SPRAYER #N06700X10014	ADPL	F2	167
14	\$ 28,000	16 TIGER MATE CULTIVATOR #YFD081377	ADPL	F2	186

FARM BUILDINGS - COVERAGE F

Bldg. Limits of	* CONTINUED *	Bldg. Losses	Loss	Annual
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IMPORTANT TAX INFORMATION
PLEASE RETAIN FOR YOUR RECORDS

Prepared MAR 23 2020

Agent MICHAEL FANCHER
Telephone (662) 653-6439

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CONTINUED FROM FRONT

PAGE 2

No.	Insurance	Description	Type	Insured	Settlement	Premium
Location 01						
01	\$ 59,200	120X40 MACHINE SHED 2012	3	Spec Perils	F2	\$ 1,036

State Farm Fire and Casualty Company

0752

99-BF-U351-2

553-3094 MS

Mississippi Policyholder Bill of Rights

ST1
0405-1001

The rights set forth below shall serve as standards to be followed by the Mississippi Department of Insurance in exercising the Department's powers and duties, in exercising administrative discretion, in dispensing administrative interpretations of the law, and in regulating insurance companies pursuant to the Unfair and Deceptive Trade Practices Act, Miss. Code Ann. §§83-5-29 through 83-5-51. These rights include, but are not limited to, the following:

1. Policyholders shall have the right to competitive pricing practices and marketing methods that enable them to determine the best value among comparable coverage.
2. Policyholders shall have the right to insurance advertising and other selling approaches that provide accurate and balanced information on the benefits and limitations of a policy.
3. Policyholders shall have the right to assurance that the insurance market in general and their insurance company in particular is financially stable.
4. Policyholders shall have the right to receive good service from competent, honest individuals and producers, and to have their questions addressed promptly.
5. Policyholders shall have the right to a policy in an easily readable format, to receive a complete policy, and to request a duplicate or replacement policy as needed.
6. Policyholders shall have the right to assurance that their insurance company is regulated to comply with Mississippi laws requiring economic delivery of coverage and loss prevention measures.
7. Policyholders shall have the right to balanced and positive regulation by the Mississippi Department of Insurance.
8. Policyholders shall have the right to request the license status of an insurance company or producer.
9. Policyholders shall have the right to receive in writing from their insurance company the reason for any cancellation or nonrenewal of coverage. The written statement from the insurance company must provide an adequate explanation for the cancellation or nonrenewal of coverage.
10. Policyholders shall have the right to cancel their policy and receive a refund of any unearned premium. If a policy was funded by a premium finance company, the unearned premium will be returned to the premium finance company to pay toward the policyholder's financing loan.
11. Policyholders shall have the right to a written notification detailing any change in policy provisions relating to their coverage at renewal.
12. Policyholders shall have the right to receive a written explanation of why a claim is denied, in whole or in part.
13. Policyholders shall have the right to request and receive from the insurance company any adjuster reports, engineer reports, contractor reports, statements or documents which are not legally privileged documents that the insurance company prepared, had prepared, or used during its adjustment of the policyholder's claim. A company may keep confidential any documents they prepare in conjunction with a fraud investigation.
14. Policyholders shall have the right to have any decision regarding the denial or nonrenewal of their policy, or the adjustment of their rates not be based solely on the bases of their credit history without consideration of other factors. If an insurance company uses credit history, it must comply with the provisions set forth in Mississippi Department of Insurance Regulation 2003-1, "Use of Credit History and Insurance Scores for Determining Rates and Eligibility for Personal Insurance", and the Federal Fair Credit Reporting Act.
15. Policyholders shall have the right to prevent an insurance company, agent, adjuster or financial institution from disclosing their personal financial information to companies or entities that are not affiliated with the insurance company or financial institution, subject to the provisions set out in Mississippi Department of Insurance Regulation 2001-1, "Privacy of Consumer Financial and Health Information Regulation".

(Continued)

Agent: MICHAEL FANCHER

Telephone: (662) 653-6439

State Farm Fire and Casualty Company

16. Policyholders shall have the right to receive at least thirty (30) days notice of the nonrenewal of their policy pursuant to the provisions of Miss. Code Ann. § 83-5-28.
17. Policyholders shall have the right to be treated fairly and honestly when making a claim.
18. Policyholders shall have the right to reject any settlement amount offered by the insurance company.
19. Policyholders shall have the right to file a written complaint against any insurance company or insurance producer with the Mississippi Department of Insurance, and to have that complaint investigated by the Mississippi Department of Insurance.

On or after September 1, 2009, no homeowners personal lines residential property coverage insurance policy shall be delivered or issued for delivery in this state, or at renewal, unless a copy of the Policyholder Bill of Rights is included with the policy.

553-3094 MS (6/08)

553-2650 MS

IMPORTANT NOTICE

The Mississippi Department of Insurance requires all insurance companies to provide the following information to their policyholders:

Earthquake Exclusion

Your policy excludes coverage for any damages caused or precipitated by an earthquake or earth movement. This exclusion generally excludes all damages caused or in any way resulting from an earthquake, earth movements, tremors and aftershocks, and also excludes earth movement, land shock waves, aftershocks or tremors before, during or after a volcanic eruption. For further details, please see the language of your policy. The language of the policy will control the obligations of the parties.

You are further advised that to be covered for such a loss, you will have to obtain a separate earthquake endorsement or special earthquake policy. Not all insurance companies provide earthquake coverage. Your insurance agent or company representative can provide you with information on coverage for damage due to an earthquake.

Coverage for Earthquake and Volcanic Explosion is available for an additional premium. If you are interested in purchasing this coverage, or if you have any questions about the information in this notice, please contact your State Farm® agent.

553-2650 MS (C) (9/06)

State Farm Fire and Casualty Company

0753

99-BF-U351-2

553-4287 MS

Important Notice about New Wind Mitigation Discounts



State Farm® is introducing premium discounts for dwellings that have qualifying wind loss mitigation features. Following are the available discounts and how you can qualify for each:

IBHS Fortified for Safer Living

A discount may be available if your dwelling has been designated as meeting the requirements of the FORTIFIED for Safer Living® standards by the Institute for Business & Home Safety (IBHS). Some of the requirements included in the FORTIFIED for Safer Living® standard are secondary water intrusion barriers, wind resistive roofing and sheathing, and protected door and window openings.

Additional information is available at www.disastersafety.org.

To receive the discount, you will need to submit the IBHS Certificate to your State Farm agent. Please keep in mind that you are responsible for any cost associated with obtaining the certification.

2006 International Residential Code

A discount may be available if your dwelling has been certified as meeting the requirements of the 2006 International Residential Code for One and Two-Family Dwellings developed by the International Code Council (ICC). Some of the requirements included in the 2006 International Residential Code are wind resistive roofing, roof-to-wall connection clips, and wall-to-foundation anchor bolts.

You can purchase the 2006 International Residential Code for One and Two-Family Dwellings from the International Code Council through its website, www.iccsafe.org. You may need to contact your local building department to obtain documentation necessary to receive the discount.

IBHS FORTIFIED Homes

A discount may be available if your dwelling has been designated as meeting the requirements of the Hurricane or High Wind & Hail Bronze, Silver, or Gold standards in the IBHS FORTIFIED Home™ program. Some of the requirements included in the FORTIFIED Home™ program are strengthened gable-end framing, secondary water intrusion barriers, and protected door and window openings.

Additional information is available at www.disastersafety.org.

To receive the discount, you will need to submit the IBHS Certificate to your State Farm agent. Please keep in mind that you are responsible for any cost associated with obtaining the certification.

If you have questions about these discounts, contact your State Farm agent.

553-4287 MS

Agent: MICHAEL FANCHER

70 0753

(CONTINUED)

Telephone: (662) 653-6439

State Farm Fire and Casualty Company

553-2649 MS

IMPORTANT NOTICE

The Mississippi Department of Insurance requires all insurance companies to provide the following information to their policyholders:

Flood Exclusion

Your policy excludes coverage for damage caused by flooding of all types. This exclusion may exclude any and all damages resulting from storm surge from a hurricane, surface water, flash floods, waves, tidal water, tidal waves, wind driven rain or water, or any other overflow of water, and spray from any of these events. For further details, please see the language of your policy. The language of your policy will control the obligations of the parties.

You are further advised that to be covered for such a loss, you will have to obtain a separate flood insurance policy through the National Flood Insurance Program (NFIP). Your insurance agent or company representative can provide you with information regarding obtaining flood insurance from the NFIP and whether it is available in your location. The NFIP can provide both structure and contents coverage.

553-2649 MS (C) (9/06)

Agent: MICHAEL FANCHER

Telephone: (662) 653-6439

EXHIBIT C



State Farm Fire and Casualty Company

March 24, 2021

DARRELL GREEN
7160 OLD WILSON RD
WEST, MS 39192

State Farm Insurance Companies
Fire Claims
PO BOX 106169
Atlanta, GA 30348-6169
Fax 844 236 3646

RE: Claim Number: 24-G700-9D2
Insured: Darrell Green
Date of Loss: February 17, 2021
Policy Number: 99-BF-U351-2

Dear Mr. Green,

This letter will confirm our conversation on March 3, 2021 regarding your above-referenced claim.

Based upon the results of our discussions, site inspection, and investigation, it was determined that the weight of ice and snow caused your pole barn to collapse. Your policy provides coverage for a *building* that collapses from the weight of ice and snow. However, the generally accepted definition of a building is "a structure with a roof and walls." Your pole barn does not have walls and therefore does not constitute meet the definition of a building. For this reason, we are unable to extend coverage for the damage to your pole barn.

Please be advised of the following policy conditions:

SECTION I - LOSSES INSURED - COVERAGES D, E, F

**COVERAGE D - SCHEDULED FARM PERSONAL PROPERTY COVERAGE E
- UNSCHEDULED FARM PERSONAL PROPERTY COVERAGE F - FARM
BUILDINGS AND STRUCTURES**

We insure property under Coverages D, E, and F for either Accidental Direct Physical Loss (A.D.P.L.) or Specified Perils. Refer to the Losses Insured column in the **Declarations** to determine which applies. Only the Losses Insured shown in the **Declarations** apply. We will settle covered property losses according to the following:

LOSSES INSURED

1. **ACCIDENTAL DIRECT PHYSICAL LOSS.**

DARRELL GREEN
24-G700-9D2
Page 2
March 24, 2021

We insure for accidental direct physical loss to property described in the **Declarations** under Coverages D, E, and F, except as provided in **SECTION I - LOSSES NOT INSURED - COVERAGES D, E, F**. Accidental Direct Physical Loss is shown in the **Declarations** as A.D.P.L.

2. SPECIFIED PERILS.

We insure for accidental direct physical loss to property described in the **Declarations** under Coverages D, E, and F caused by the following perils, except as provided in **SECTION I - LOSSES NOT INSURED- COVERAGES D, E, F**:

- a. **Fire or lightning.**
- b. **Windstorm or hail.** This peril does not include loss to property contained in a building caused by rain, snow, sleet, sand or dust. This limitation does not apply when the direct force of wind or hail damages the building causing an opening in a roof or wall and the rain, snow, sleet, sand or dust enters through this opening.

In addition, this peril does not include loss:

- (1) to crops in the open (standing or otherwise); or
- (2) to hay, straw, bedding and fodder while outside buildings.

- c. **Explosion.**
- d. **Riot or civil commotion.**
- e. **Aircraft**, including self-propelled missiles and spacecraft.
- f. **Vehicles**, meaning impact by a vehicle.

This peril does not include loss caused by vehicles owned or operated by an **insured**, a **farm employee** or a resident of the **insured location**.

- g. **Smoke**, meaning sudden and accidental damage from smoke.

We do not cover loss caused by smoke from agricultural smudging or industrial operations.

DARRELL GREEN
24-G700-9D2
Page 3
March 24, 2021

- h. **Vandalism or malicious mischief**, meaning only willful and malicious damage to or destruction of property.
- i. **Theft**, including attempted theft.
- j. **Collapse**, meaning accidental direct physical loss to covered farm personal property caused by the sudden, entire collapse of a building or any part of a building.

Collapse means actually fallen down or fallen into pieces. It does not include settling, cracking, shrinking, bulging, expansion, sagging or bowing.

The collapse must be directly and immediately caused only by one or more of the following:

- (1) perils described in **SECTION I - LOSSES INSURED - COVERAGES D, E, F - SPECIFIED PERILS**;
- (2) hidden decay of a supporting or weight-bearing structural member of the building;
- (3) hidden insect or vermin damage to a structural member of the building;
- (4) weight of contents, equipment, animals or people;
- (5) weight of ice, snow, sleet or rain which collects on a roof; or
- (6) use of defective material or methods in the construction (includes remodeling or renovation) of the building, if the collapse occurs during the course of construction of the building.

All other policy provisions apply. The Company does not intend, by this letter, to waive any policy defenses in addition to those stated above and reserves its rights to assert such additional policy defenses at this time.

You are a valued policyholder and we appreciate your business. If you have any additional information regarding your claim which has not been previously considered, or if you desire any additional explanation regarding this matter please contact Vera Green at (844) 458-4300 ext. 9726573979.

Sincerely,

DARRELL GREEN

24-G700-9D2

Page 4

March 24, 2021

Andy McCaa

Claim Specialist

State Farm Insurance

(844) 458-4300 ext. 3097631955

EXHIBIT D

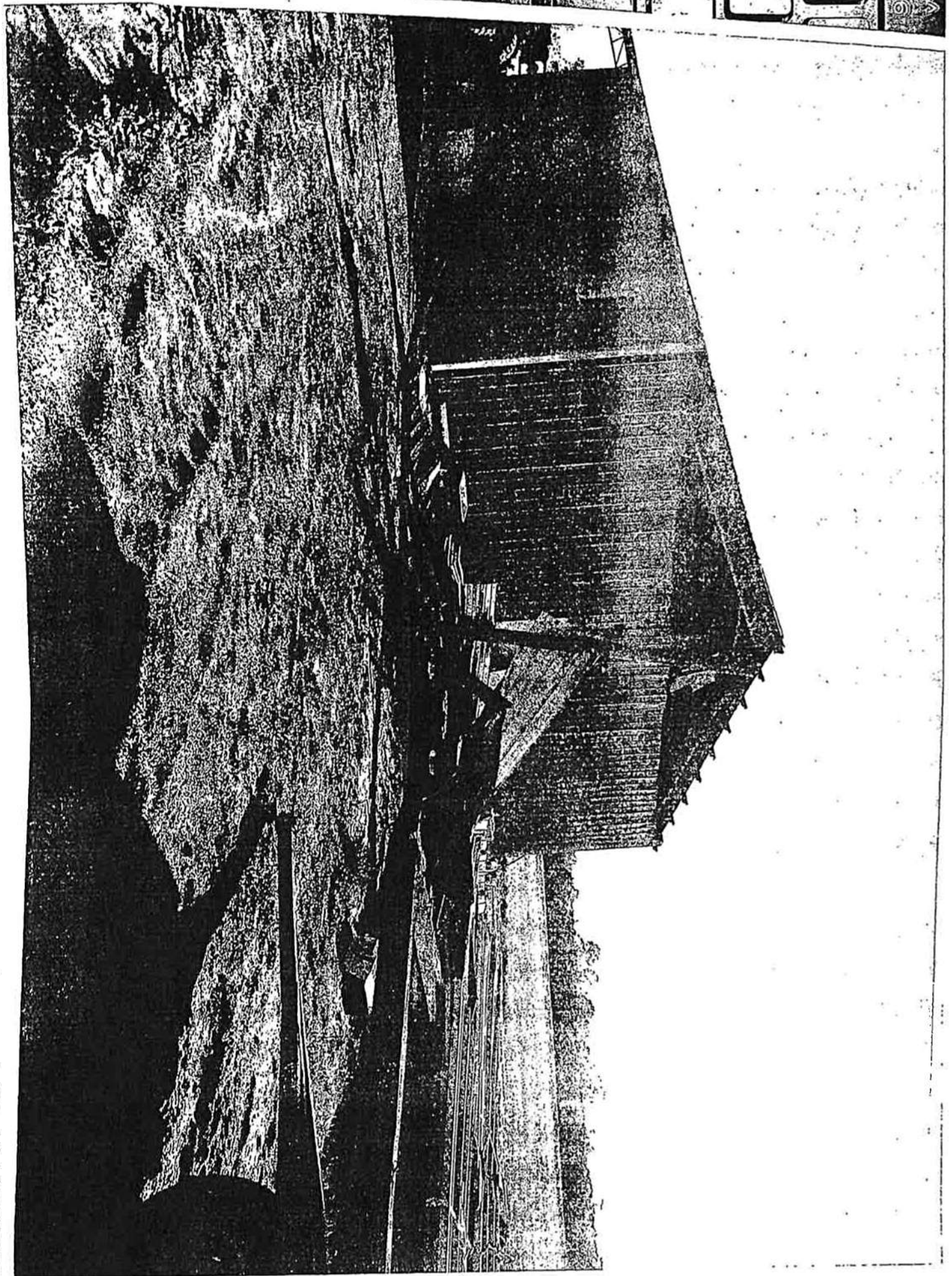


EXHIBIT E

R & R Construction

Ricky L. Rawles

516 Scotland Road
Winona, MS. 38967
662-417-6499

RECEIPT

6/15/21

FOR: Darryl Green

JOB LOCATION: West, MS

CONTACT: Darryl Green

AMOUNT DUE FOR BUILDING	\$50,000.00
AMOUNT PAID	\$50,000.00
BALANCE DUE	\$0.00

Thank you for your business!!!

**IN THE CIRCUIT COURT OF HOLMES COUNTY, MISSISSIPPI
TWENTY-FIRST JUDICIAL DISTRICT**

DARRELL GREEN

PLAINTIFF

v.

CIVIL ACTION NO.: 2023-0175

**STATE FARM FIRE AND CASUALTY
COMPANY, INC.,**

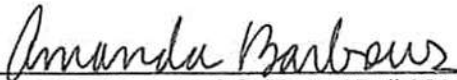
DEFENDANT

NOTICE OF FILING OF NOTICE OF REMOVAL

PLEASE TAKE NOTICE that on September 8, 2023, Defendant State Farm Fire and Casualty Company, improperly designated as "State Farm Fire and Casualty Company, Inc.," filed with the Clerk of the United States District Court for the Southern District of Mississippi a Notice of Removal requesting removal of this action to the United States District Court for the Southern District of Mississippi, Northern Division. A copy of the Notice of Removal filed with the United States District Court, and all exhibits thereto, is attached to this Notice of Filing as Exhibit 1.

Respectfully submitted this, the 8th day of September, 2023.

STATE FARM FIRE AND CASUALTY
COMPANY, Defendant


AMANDA B. BARBOUR (MSB # 99119)
HARRISON M. SMITH (MSB # 106339)
BUTLER SNOW LLP
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Ridgeland, MS 39158-6010
Tel: (601) 948-5711
Fax: (601) 985-4500
E-Mail: Amanda.Barbour@butlersnow.com
E-Mail: Harrison.Smith@butlersnow.com



CERTIFICATE OF SERVICE

I hereby certify that on this day the foregoing document was filed with the Clerk of the Court and a true and correct copy of such paper was served by U.S. Mail and/or electronic mail to the following counsel of record:

Brandi R. Hamilton (MSB # 105116)
Jack Griffith Rutherford (La. Bar No. 34968)
RUTHERFORD LAW
900 Camp Street, #3C8
New Orleans, Louisiana 70130

ATTORNEYS FOR PLAINTIFF

THIS the 8th day of September 2023.


Amanda B. Barbour

82218895.v1